

Vernon E. Leverty, Esq. NV Bar No. 1266
 Patrick R. Leverty, Esq. NV Bar No. 8840
 William R. Ginn Esq. NV Bar No. 6989
 Jess P. Rinehart, Esq., NV Bar No. 11697
 LEVERTY & ASSOCIATES LAW CHTD.
 832 Willow St., Reno, NV 89502
 (775) 322-6636
*Attorneys for Leverty & Associates Law Chtd.
 and Automatic Funds Transfer Services, a Seattle Corp.
 dba Allied Trustee Services*

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U.S. BANKRUPTCY COURT
 MARY A. SCHOTT, CLERK

UNITED STATE BANKRUPTCY COURT

FOR THE DISTRICT OF NEVADA

6/25/21
 10:00

21-50466-BTB

IN RE:

JULIANA MAYER LOZA,

Debtor.

LEVERTY & ASSOCIATES LAW
 CHTD.'S AND AUTOMATIC FUNDS
 TRANSFER SERVICE'S, A SEATTLE
 CORP. DBA ALLIED TRUSTEE
 SERVICE'S OPPOSITION TO
 DEBTOR'S MOTION FOR SANCTIONS
 AND TO DECLARE THE
 FORECLOSURE SALE VOID AB
 INITIO

RESPONDING PARTIES REQUEST
 FOR SANCTIONS

Leverty & Associates Law Chtd. and Automatic Funds Transfer Service, a Seattle Corp.
 dba Allied Trustee Services¹, by the through its undersigned counsel, hereby opposes Debtor's
 Motion for Sanctions and to Declare Foreclosure Sale Void Ab Initio, and requests sanctions of its
 own against Debtor Juliana Mayer Loza, Stephen Harris and the Harris Law Practice LLC. This
 motion is made and based upon the following opposition, the papers and pleadings on file herein,
 and anything else the Court wishes to consider.

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¹ Debtor Loza's Motion for Sanctions against Allied Trustee Services names the incorrect party in interest. The correct name for the party is Automatic Funds Transfer Services, a Seattle Corp. dba Allied Trustee Services.

I. NATURE OF ACTION

This matter is before the Court based upon Debtor's ongoing and continued fraud executed to avoid paying for legal services rendered. The Ninth Judicial District Court has entered judgment finding four (4) separate instances of fraudulent transfers of real property intended to hinder, delay or defraud creditors of Ray Warren Exley, MD, including Levery & Associates Law Chtd. The latest fraudulent transfers by Debtor Loza are the attempted filings of two (2) quitclaim deeds on a parcel of real property just three (3) hours prior to the filing of her bankruptcy matter in order to attempt to transfer Ray Warren Exley's probate away from known creditors and into her bankruptcy estate.

Simply put, Debtor Loza is defrauding this court with her bad faith filing for an improper purpose, as once against Debtor has attempted to transfer real properties in order to hinder, delay or defraud creditors of Ray Warren Exley, MD. Debtor Loza should not be able to collaterally attack a valid Nevada State Court Judgment through the commencement of a bad faith improper bankruptcy action.

II. BACKGROUND

Commencing from about April 2014 through approximately February 2017, Ray Warren Exley (hereinafter "Exley") was a client of Levery & Associates Law Chtd. (hereinafter "Levery") in which Levery represented Exley and provided legal services in a property ownership lawsuit concerning Douglas County Assessor Parcel No. 1318-25-111-017 (hereinafter "Subject Property"), In the Ninth Judicial District Court of Nevada In and for the County of Douglas, Case No. 14-CV-0130. Exley was ultimately successful in his suit, and was awarded a 100% ownership interest in the Subject Property.

Despite the success in Case No. 14-CV-0130, the relationship between Levery and Exley deteriorated because of his attempts, with the aid and direction of Debtor Juliana Mayer Loza (hereinafter "Debtor Loza") to avoid paying for any legal fees and services provided by Levery. Thereafter, in February of 2017, Levery filed an attorney's lien on the Subject Property with the

1 Douglas County Recorder. On May 3, 2017, Levery filed a Motion to Adjudicate Levery's Rights
2 and to Enforce Lien for Attorney's Fees. (Exh. 1). In the prayer for relief to the Motion to
3 Adjudicate, Levery respectfully requested a Judgment be entered against Exley which attaches to
4 the Subject Property.

5 Seeing the writing on the wall with regard to a Judgment attaching to the Subject Property,
6 on May 12, 2017, **less than 10 days** after Levery's Motion to Adjudicate was filed with Court,
7 Exley deeded the Subject Property titled in his name to the Ray Warren Exley Family Trust, with
8 Exley as trustee. Thereafter, on May 24, 2017, the Ninth Judicial District Court granted a Judgment
9 Lien in favor of Levery which attaches to the Subject Property. (Exh. 2).

10 In an effort to enforce the Judgment Lien, on or about February 12, 2017, Levery filed a
11 Complaint against Exley that was removed to United States District Court District of Nevada., Case
12 No. 3:17-CV-0175-MMD-VPC. On or about July 27, 2017, Federal Court Magistrate Judge Cooke
13 held a mediation in the matter in which the parties reached a settlement which was binding upon
14 Exley. Thereafter, Exley and Debtor Loza fired their counsel and announced their intention to not
15 comply with the settlement agreement agreed upon in Court. Levery was forced to file a Motion
16 to Compel the settlement agreement. On February 12, 2018, a hearing on the motion to enforce
17 settlement was held wherein Magistrate Cooke was forced to read virtually all of the transcript that
18 was made recording the terms of the settlement agreement previously agreed upon by Exley and
19 Debtor Loza. From the bench, Magistrate Judge Cook stated she would be issuing a written report
20 and recommendation that the terms of the settlement agreement previously agreed upon related to
21 the Subject Property would be affirmed, and that Exley and Debtor Loza's attempts to renege on
22 the settlement agreement were baseless, and Exley was sanctioned \$45,045 for his in appropriate
23 conduct. See *Levery & Assocs. Law Chtd. v. Exley*, No. 3:17-cv-00175-MMD-WGC, 2018 U.S.
24 Dist. LEXIS 221766 (D. Nev. Nov. 5, 2018).

25 In keeping with the spirit of attempting to avoid paying for any legal services concerning
26 the successful Subject Property lawsuit, on February 23, 2018, **a mere 2 days** after Magistrate
27

1 Judge Cooke stated her intention to uphold the settlement agreement, Exley signed a Quitclaim
2 Deed transferring the Subject Property, for “NON CONSIDERATION” to Athena Medical Group
3 Defined Contribution Pension Plan and Trust Number Three. (hereinafter “Athena”) (Exh. 3).

4 On March 19, 2018, Federal Magistrate Judge Cooke issued a report and recommendation
5 confirming the settlement agreement affecting the Subject Property, which was accepted and adopted
6 by U.S. District Court Judge Du on February 29, 2019. On February 25, 2019, the United States
7 District Court issued a Judgment in a Civil Case which was recorded against the Subject Property
8 on March 5, 2019. (Exh. 4). Thereafter, in an effort to secure payment on amounts owed to
9 Levery, Levery, on or about January 22, 2021, purchased and took an assignment of a Deed of
10 Trust recorded against the Subject Property on February 1, 2017, which was related to a Promissory
11 Note on the Subject Property dated May 23, 2017.

12 Consistent with their prior conduct, Athena, one of the numerous entities of Exley,
13 countered Levery’s purchase of the Deed of Trust with another transfer of the Subject Property to
14 avoid the Judgment in a Civil Case. On or about January 22, 2021, the Subject Property was once
15 again quit claimed, for “NO CONSIDERATION,” this time to Debtor Loza.

16 Thereafter, on March 12, 2021, Levery obtained a Writ of Execution against Ray Warren
17 Exley and Debtor Loza² from the United States District Court District of Nevada. (Exh. 5).
18 Pursuant to the Writ of Execution obtained, the U.S. Marshall was permitted to seize the Subject
19 Property to satisfy the judgment against Exley. (Exh. 6). On March 23, 2021, Levery also filed
20 the fraudulent transfer Complaint against numerous Exley affiliated Defendants in the Ninth
21 Judicial District Court of Nevada in and for the County of Douglas, Case No. 2021-CV-00057.
22 (Exh. 6).

23 As the Court may have come to expect, the Subject Property was once again transferred to
24 hinder, delay and/or defraud Levery as a Judgement Creditor. On March 30, 2021, **less than two**

26 ² On April 23, 2021, the Court issued a Minutes of Proceeding clarifying Writ was
27 against Ray Warren Exley and his Estate, not Loza individually.

1 weeks after the Writ of Execution, and only 7 days after the fraudulent transfer Complaint was filed,
2 Debtor Loza filed a Quit Claim Deed on the Subject Property (Exh. 7). As provided in the
3 Quitclaim Deed, Debtor Loza has now decided to “reject” the January 22, 2021, transfer from
4 Athena to herself, stating “said conveyance as an error,” quitclaiming the Subject property back to
5 Athena. (Exh. 7)

6 Thereafter, Leverty filed an Application for Judgment by Default against the numerous
7 Exley affiliated Defendants in the Ninth Judicial District Court of Nevada in and for the County of
8 Douglas, Case No. 2021-CV-00057. (Having come before the Court, and with the Court having
9 reviewed the file, pleadings therein, the argument of counsel, and the evidence presented, the Court
10 issued a May 25, 2021, Judgment by Default. (Exh. 9). The May 25, 2021, Judgment found the
11 aforementioned four (4) transfers of the Subject Property were fraudulent and intended to hinder,
12 delay or defraud creditors of Exley in accordance with the provisions of Nevada Revised Statute
13 Chapter 112 - Fraudulent Transfers (Uniform Act). (Exh. 9). The Court Ordered the four (4)
14 fraudulent transfers were thereby void, and the Subject Property **thereby reverts back and is to**
15 **be titled in the name of Ray Warren Exley, M.D.** (Exh. 9). In accordance with the Court’s May
16 25, 2021, Order, on June 11, 2021, Leverty filed the Judgment by Default with the Douglas County
17 Recorder, thereby transferring title of the real property into the name of Ray Warren Exley MD.
18 (Exh. 10, 11).

19 On June 22, 2021, at 7:07 pm on the night before the foreclosure sale of the Subject
20 Property, counsel for Debtor Loza, Steve Harris, provided a June 22, 2021, written letter via
21 electronic mail. (Exh. 12). It should be no surprise to the Court, Debtor Loza once again attempted
22 to fraudulently transfer the Subject Property to hinder, delay and/or defraud Leverty as a judgment
23 creditor of Exley, and as the foreclosing party on the Subject Property. (Exhs. 13, 14). The first
24 fraudulent transfer dated June 21, 2021, was a quitclaim purported to transfer title from Athena into
25 the name of Debtor Loza, in her individual capacity. (Exh. 13). The second fraudulent transfer
26 dated June 22, 2021, was a quitclaim deed purporting to transfer title from Special Administrator
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1 Juliana Loza of the Estate of Ray Warren Exley to Athena. (Exh. 14). **Three (3) hours** after the
 2 two newest fraudulent transfers, Debtor Loza declared Chapter 13 bankruptcy. On June 23, 2021,
 3 a foreclosure sale took place on the Subject Property with the property going to the highest bidder.

4 **III. LEGAL ARGUMENT**

5 This matter is before the Court on Debtor's Motion which argues that Debtor Loza's
 6 bankruptcy automatically stayed the foreclosure action on the Subject Property, as 11 U.S.C. §
 7 362(a) imposes an automatic stay on all collection activities against the debtor and debtor's
 8 property. Of issue, is the fact that the Subject Property was titled in the name of Exley at the time
 9 of the commencement of the Debtor's bankruptcy matter. Debtor Loza did not have a legal or
 10 equitable interest in the Subject Property at the time of the commencement of the foreclosure action
 11 or at the time of the June 23, 2021, foreclosure sale.

12 **A. LEGAL STANDARD - 11 U.S.C. § 362(a); 11 U.S.C. § 541(a)**

13 11 U.S.C. § 362 provides, in pertinent part: "[a] petition filed under section 301, 302 or
 14 303...operates as a stay applicable to all entities, of...(3) any act to obtain possession of property of
 15 the estate or of property from the estate or to exercise control over property of the estate..." The
 16 stay likewise applies to "any act to...enforce any lien against the property of the estate" and "any
 17 act to...enforce against property of the debtor any lien to the extent such lien secures a claim that
 18 arose before the commencement of the case." 11 U.S.C. 362(a)(4)(5)

19 11 U.S.C. § 541(a) provides, pertinent part: "The commencement of a case under 301, 302,
 20 or 303 of this title creates an estate. Such estate is comprised of the following property, whenever
 21 located and whomever held: (1) ...all legal or equitable interests of the debtor in property as of the
 22 commencement of the case."

23 **B. DEBTOR HAS NO LEGAL INTEREST IN THE SUBJECT PROPERTY**

24 Debtor Loza's bankruptcy estate, as defined by 11 U.S.C. § 541(a), does not include the
 25 Subject Property. Debtor Loza has no legal interest in the Subject Property. She had no legal
 26 interest at the time of the commencement of the bankruptcy action, and no legal interest at the time
 27

1 of the June 23, 2021, foreclosure sale.

2 As provided above, on May 25, 2021, the Ninth Judicial District Court entered a Judgment
3 related to the ownership of the Subject Property. (Exh. 9). Pursuant to the Court's Order, four (4)
4 separate transfers of the Subject Property by Exley and Debtor Loza were found to be fraudulent
5 and intended to hinder, delay or defraud creditors of Exley in accordance with the provisions of
6 Nevada Revised Statute Chapter 112 - Fraudulent Transfers (Uniform Act). (Exh. 9). The Court
7 Ordered the four (4) fraudulent transfers were thereby void, with the Subject Property **reverting**
8 **back to be titled in the name of Exley**. In accordance with the Court's May 25, 2021, Order, on
9 June 11, 2021, Levery filed the Judgment with the Douglas County Recorder, thereby transferring
10 title of the real property into the name of Exley. (Exh. 10, 11).

11 On June 22, 2021, at 7:07 pm on the night before the foreclosure sale of the Subject
12 Property, counsel for Debtor, Steve Harris, provided a written letter via electronic mail. (Exh. 12).
13 What should be no surprise to the Court, Debtor Loza once again attempted to fraudulently transfer
14 the Subject Property to hinder, delay and/or defraud Levery as a judgment creditor of Exley, and
15 as the foreclosing party on the Subject Property. (Exhs. 13, 14).

16 The first fraudulent transfer dated June 21, 2021, was a quitclaim purported to transfer title
17 from Athena into the name of Debtor Loza, in her individual capacity. (Exh. 13). The second
18 fraudulent transfer dated June 22, 2021, was a quitclaim deed purporting to transfer title from
19 Special Administrator Juliana Loza of the Estate of Ray Warren Exley to Athena. (Exh. 14). **Three**
20 **(3) hours** after the two newest fraudulent transfers, Debtor Loza declared Chapter 13 bankruptcy,
21 with the Subject Property purportedly in her name via the two (2) flatulent transfers.

22 There are number of reasons why the two (2) fraudulent transfers did not vest title in the
23 name of Debtor Loza, and into the Debtor's estate as argued in Debtor's Motion. First, as provided
24 above, the Court recently Ordered title into the name of Exley. At the time of the commencement
25 of the bankruptcy, title with the Douglas County Assessor's Office was in the name of Exley. At
26 the time of the commencement of the foreclosure action, title was in the name of Exley. As of June
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24, 2021, the Douglas County Assessor's Office had title in the name of Exley. (See Exh. 11 - Douglas County Assessor's Parcel Detail; Exh. 14 - Declaration of Jess P. Rinehart, Esq.)³ In fact, Jess P. Rinehart, Esq. of Levery & Associates Law Chtd. called the Douglas County Assessor's office on June 24, 2021, about the two (2) attempted quitclaim deeds of June 22, 2021, wherein he was informed that the filings were deficient, and did not transfer title to the Subject Property as purported by Debtor Loza. (Exh. 15).

Second, Debtor Loza should not be able to collaterally attack a valid Nevada State Court Judgment, committing fraud and using the Bankruptcy Court to do so. The second dated fraudulent transfer from the Exley's probate estate to Athena states Loza, as Special Administrator, "contests the validity of the default judgment and contends that legal title remains vested" with Athena. (Exh. 14). While she may want that to be the case, the Ninth Judicial District Court entered a valid and enforceable judgment transferring title into the name of Exley. Debtor Loza's dislike of the Court's Order does not allow her to just transfer property out of the name of Exley and out his probate estate where there are known creditors and creditor notices filed.

Debtor Loza's recent fraudulent transfers and bad faith bankruptcy filing are an attempt to have this Court collaterally attack a valid and enforceable judgment in the Ninth Judicial District Court. 28 U.S.C. § 1738 provides that the judicial proceedings of any court "shall have the same full faith and credit in every court of the United States . . . as they have by law or usage in the courts of such State". As such, federal courts must give state court judgments the same preclusive effect that those judgments would enjoy under the law of the state in which the judgment was rendered. *Far Out Productions, Inc. v. Oskar*, 247 F.3d 986, 993 (9th Cir. 2001); *Jung Sup Lee v. TCAST Communs., Inc. (In re Jung Sup Lee)*, 335 B.R. 130, 138 (B.A.P. 9th Cir. 2005). To the extent that

³ The Court should take judicial notice of the Douglas County, Nevada Assessor's Office Parcel Detail for the Subject Property printed from the Douglas County Assessor website. Fed. R. Evidence 201 provides "[t]he Court may judicially notice a fact that is not subject to reasonable dispute because it: (2) can be accurately and readily determined from sources whose accuracy cannot be reasonably questioned."

Debtor Loza contends that both the previous federal Judgment and/or the Ninth Judicial District Court Judgment should be set aside, this constitutes an impermissible collateral attack on those judgments. See *Briggs v. Spacey*, 793 F. App'x 634, 635 (9th Cir. 2020), citing *Mullis v. U.S. Bankr. Court for Dist. of Nev.*, 828 F.2d 1385, 1393 (9th Cir. 1987). This is especially true given the fact that the monies from the foreclosure sale are to be paid into the Ninth Judicial District Court for proper allocation and distribution. (Exh. 9).

A state court Judgment entered against the debtor in a civil suit is entitled to preclusive effect in the bankruptcy proceeding. *Lake v. Camps (In re Lake)*, 202 B.R. 751, 756 (B.A.P. 9th Cir. 1996), citing *In re Daghighfekr*, 161 Bankr. 685 (9th Cir. BAP 1993). In Nevada, a default judgment satisfies the “actually litigated” basis required to give such a judgment preclusive effect if the “the court entering the default made findings to support the default judgment. See *Howard v. Sandoval (In re Sandoval)*, 126 Nev. 136, 140, 232 P.3d 422, 424 (2010).

Third, Nevada Revised Statute Chapter 140 titled Special Administrators, does not permit Special Administrator Loza from transferring real property from Exley’s probate estate without prior Court approval. Juliana Loza is solely the special administrator for the purpose of the litigation that was, at that time pending both in the Nevada Supreme Court⁴ and the 9th Circuit Court of Appeals⁵. At no time have general letters of administration pursuant to NRS 139 been issued. Instead, the letters of administration were issued pursuant to NRS 140.010. Therefore, since she does not have (and never has had) the legal power to transfer the property, it does not exist within her bankruptcy estate. This is because a quitclaim deed can only transfer pursuant to the rights of the transferor. See *Miranti v. Advance Mgmt. Corp.*, 88 Nev. 59, 62, 493 P.2d 707, 708-709 (1972)(“the quitclaim deed transferred any interest in the property which the Mirantis might have retained.”); See also *Brophy Mining Co. v. Brophy & Dale Gold & Silver Mining Co.*, 15 Nev. 101, 107 (1880). It is well-established under Nevada law that a grantor can convey no greater title or

⁴ Case No. 80857.

⁵ Case No. 19-15545

1 interest than he or she has in the property *SEC v. Glob. Express Capital Real Estate Inv. Fund I,*
 2 *LLC*, 2010 U.S. Dist. LEXIS 132231, at *7-8 (D. Nev. Nov. 30, 2010), citing *Brophy Mining*. Since
 3 neither Loza nor Athena had an interest to transfer, and because the purported transfers were done
 4 via a quitclaim deed, the purported “transfers” did not actually transfer any interest. Therefore, the
 5 sole basis for bringing the Bankruptcy petition was to impermissibly and collaterally attack the state
 6 court judgment as to deprive known creditors who have filed creditor claims against the probate
 7 Estate. By flatulently transferring property from the Estate, Loza is defrauding known creditors to
 8 the Estate.

9 Fourth, the two June 22, 2021, quitclaim deeds were fraudulent transfer pursuant to Nevada
 10 law and void.

11 The elements for a fraudulent transfer are as follows:

12 A transfer made or obligation incurred by a debtor is fraudulent as to a
 13 creditor, whether the creditor’s claim arose before or after the transfer was made
 14 or the obligation was incurred, if the debtor made the transfer or incurred the
 15 obligation:

14 (a) With actual intent to hinder, delay or defraud any creditor of the debtor;
 15 or

15 (b) Without receiving a reasonably equivalent value in exchange for the
 16 transfer or obligation, and the debtor:

16 (1) Was engaged or was about to engage in a business or a transaction
 17 for which the remaining assets of the debtor were unreasonably small in relation
 18 to the business or transaction; or

18 (2) Intended to incur, or believed or reasonably should have believed
 19 that the debtor would incur, debts beyond his or his ability to pay as they became
 20 due.

19 NRS 112.180(1)

20 In determining a party’s actual intent to hinder, delay or defraud a creditor, the
 21 following factors are to be evaluated:

- 22 1. The transfer or obligation was to an insider;
- 23 2. The debtor retained possession or control of the property
transferred after the transfer;
- 24 3. The transfer or obligation was disclosed or concealed;
- 25 4. Before the transfer was made or obligation was incurred,
the debtor had been sued or threatened with suit;
- 26 5. The transfer was of substantially all the debtor's assets;
- 27 6. The debtor absconded;
- 28 7. The debtor removed or concealed assets;
8. The value of the consideration received by the debtor was

1 reasonably equivalent to the value of the asset transferred or the
 2 amount of the obligation incurred;

3 9. The debtor was insolvent or became insolvent shortly after the
 4 transfer was made or the obligation was incurred;

5 10. The transfer occurred shortly before or shortly after a substantial
 6 debt was incurred; or

7 11. The debtor transferred the essential assets of the business to a
 8 Lienor who transferred the assets to an insider of the debtor.

9 NRS 112.180(2)

10 Here, Special Administration Loza attempted to fraudulently transfer the Exley's Estate real
 11 property, and only asset of value, with the sole intent to hinder, delay and/or defraud known
 12 creditors to the Estate. (See NRS 112.180(a)). The transfers were to an insider, as Juliana Loza was
 13 the Special Administrator to the Estate and attempted to take title in her name individually. (See
 14 NRS 112.180(1)). The transfer of this real property was substantially all of the Estate's asset (See
 15 NRS 112.180(2)(5)) and was an attempt to entirely remove the sole asset from the Estate (NRS
 16 112.180(2)(7)), despite the fact a Court Ordered title into the name Exley. Through this attempted
 17 transfer, the Estate immediately becomes insolvent and unable to pay known creditors who have
 18 filed creditor claims with the Estate. (See NRS 112.180(2)(9)). The attempted transfers were not
 19 made for reasonably equivalent value, as the first transfer was done with no listed consideration,
 20 and the second transfer was done without the value of the consideration listed. (Exhs. 13, 14).

21 Fifth, it is a farce for Debtor Loza to now claims title to the property when under three
 22 months ago, on March 30, 2021, she filed a quitclaim deed rejecting a transfer from Athena to
 23 herself, stating "said conveyance as an error." (Exh. 7).

24 Simply put, Debtor Juliana Loza clearly does not have a legal interest in the Subject
 25 Property, it is not in her bankruptcy estate. Furthermore, the subsequent transfer on June 22, 2021,
 26 from the Estate of Exley to Athena further evidences that the property did not transfer to Loza. The
 27 Subject Property is also not part of Debtor Loza's equitable estate triggering an automatic stay on
 28 the Subject Property.

C. DEBTOR HAS NO EQUITABLE INTEREST IN THE SUBJECT PROPERTY

Debtor Loza's bankruptcy estate, as defined by 11 U.S.C. § 541(a), does not include the

1 Subject Property. Debtor Loza has no equitable interest in the Subject Property as argued.
 2 Defendant's Motion argues even if the Debtor did not hold actual title in the Real Property, she had
 3 an equitable and beneficial interest in her capacity as a special administrator of Dr. Exley's Estate
 4 and Athena. There are several issues with this argument.

5 First and foremost, Debtor Loza provided no evidence to the Court that Debtor Loza has any
 6 actual equitable or beneficial interest in the Subject Property. Mere statements that she has an
 7 interest are not sufficient, and provide the Court, Levery and Allied Trustee Services with nothing
 8 to work with. The Court can not determine property belongs in Debtor Loza's bankruptcy estate
 9 through mere allegations. Further, the bankruptcy petition is a nothing but a bare bones petition that
 10 provides no schedule of assets listing the alleged legal or equitable interests. The Court must have
 11 actual documentary evidence for Debtor Loza to claim an interest.

12 Second, as provided in detail above, the Subject Property is not in the name of the Athena.
 13 Debtor's Loza's counsel's June 22, 2021, letter to Lwevety provides "Ms. Loza also has a
 14 beneficiary interest in the Athena Medical Group Defined Contribution Plan and Trust Number
 15 Three." Pursuant to the Ninth Judicial's valid Order, property is vested in the name of Exley. (Exh.
 16 9). Debtor Loza can not claim property in the name of her Debtor's Estate based upon an alleged
 17 beneficiary interest in Athena, an entity without any legal title to the property. It does not matter
 18 that Loza's fraudulent quitclaim deed from Exley's Estate to Athena "contests the validity of the
 19 default judgment." (Exh. 14). What matter is the Court's valid and enforceable Judgment vesting
 20 title in the name of Exley. (Exh. 9).

21 Third, Juliana Loza does not have a equitable interest as a special administrator. Debtor
 22 Loza has provided no case law showing a special administrator having their own equitable or
 23 beneficial interest in property of a probate estate such that the property is considered Estate property
 24 of a Debtor. Further, she filed bankruptcy in her personal name, not in her appointed role as a
 25 special administrator.

26 **IV. THE COURT SHOULD AWARD SANCTIONS TO THE RESPONDING PARTIES**

1 11 U.S.C. § 9011 provides a Court may impose sanctions upon the attorneys, law firms or
 2 parties if they violate 11 U.S.C. § 9011(b). Such sanctions do not have a safe harbor rule allowing
 3 the filing party to withdraw or appropriately correct the filing within 21 days of service of the
 4 sanction motion, as “this limitation does not apply if the conduct alleged is the filing of a petition
 5 in violation of subdivision b.” 11 U.S.C. § 9011(b)(1) provides that by certifying a filing with the
 6 Court, it is to the best of the person’s knowledge, information and belief, formed after an inquiry
 7 reasonable under the circumstances, that the filing is “not being presented for any improper purpose,
 8 such as to harass or to cause unnecessary delay or needless increase in the cost of litigation.”

9 Here, the facts above clearly show a bankruptcy filing petition presented for an improper
 10 purpose. The facts above outline a clear history of fraudulent transfers on the Subject Property in
 11 order to hinder, delay or defraud creditors of Exley, including Levery The Ninth Judicial Court
 12 feels the same way and on May 25, 2021, filed a Judgment. (Exh. 9). The Judgment found four
 13 (4) transfers of the Subject Property were fraudulent and intended to hinder, delay or defraud
 14 creditors of Exley in accordance with Nevada’s Fraudulent Transfers (Uniform Act). (Exh. 9).

15 Similar to the four (4) fraudulent transfer above, the two quitclaims of June 22, 2021, were
 16 fraudulent transfers as outlined in Section III (B). The two (2) fraudulent transfers purporting to
 17 transfer the Subject Property were filed a mere three (3) hours prior to the bankruptcy filing. The
 18 bankruptcy petition was filed on the eve of the foreclosure sale on the real property in a clear and
 19 not subtle attempt to shield the Subject Property from known creditors to the Exley Estate.
 20 Additionally, this matter was commenced as a bare bones filing wherein the Debtor has not filed
 21 any of her schedules or statement of financial affairs. The Debtor has also improperly filed this case
 22 in Nevada, as her residential address in other matters has always been, and she has been served at,
 23 her long time residence at 9504 Highridge Place, Beverly Hills, CA 90210. (Exh. 16). This is not
 24 her family home and emotionally distressful as argued in Debtor’s Motion. In fact, it was titled in
 25 the name of Exley’s ex-wife prior to Levery’s successful suit before the Ninth Judicial District
 26 Court, Case No. 14-CV-0130.

1 The bankruptcy filing was clearly intended for improper purpose. This especially is evident
 2 in the fact that **less than (3) months ago** Debtor Loza rejected a quitclaim deed from Athena into
 3 her individual name. This is the exact transfer Debtor Loza has now attempted to make on June 22,
 4 2021. The reason behind this is clear, in both circumstances Leverty & Associates Law Chtd. were
 5 in a position to collect upon monies owed.

6 Additionally, notably absent from Debtor Loza's sanction motion is yet another litigation
 7 on the property, filed by the Exley's Athena entities. The case, currently pending before the United
 8 States District Court for the State of Nevada, Case No. 3:21-cv-00274, and is entitled Athena v.
 9 Leverty., et al. The Complaint seeks to avoid the foreclosure sale of June 23, 2021, on the novel
 10 theory that because Athena committed fraud in encumbering the property, then Athena is entitled
 11 to keep the money and the property. This, along with all of the other fraudulent conduct of Debtor
 12 Loza and Exley, is strong indica that the sole purpose of the filing of bankruptcy petition was "part
 13 of a scheme to delay, hinder, or defraud creditors that involved either—(A) transfer of all or part
 14 ownership of, or other interest in, such real property without the consent of the secured creditor or
 15 court approval;" 11 U.S.C. 362(d)(4).

16 The Court should sanction Debtor Loza, Stephen Harris and the Harris Law Practice for
 17 their filing of a bankruptcy petition for a clearly improper purpose. The responding parties
 18 respectfully request the Court impose a sanction "sufficient to deter repetition of such conduct or
 19 comparable conduct by others similarly situated." 11 U.S.C. § 9011(b)(1).

20 Pursuant to 11 U.S.C. § 105, the federal courts, including bankruptcy courts, the Courts also
 21 have inherent power to impose sanctions for a broad range of wilful or improper litigation conduct.
 22 *Knupfer v. Lindblade (In re Dyer)*, 322 F.3d 1178, 1196 (9th Cir. 2003). A federal court is not
 23 forbidden to sanction bad-faith conduct by means of the inherent power simply because the conduct
 24 could also be sanctioned under the statute or rules. *Chamber v. NASCO, Inc.*, 501 U.S. 32, 50
 25 (1991). "In reviewing sanctions under the court's inherent power, our cases have consistently
 26 focused on bad faith...[A] specific finding of bad faith...must precede any sanction under the court's

inherent powers.”” *Fink v. Gomez*, 239 F.3d 989, 992; 2001 U.S. App. LEXIS 1804. The Ninth Circuit has stated the Court may impose sanctions pursuant to its inherent authority when it finds “willful actions, including recklessness when combined with an additional factor such as frivolousness, harassment, or an improper purpose.” *Fink*, 239 F.3d at 994.

As outlined immediately above in Section IV, Debtor Loza’s actions are tantamount to bad faith. Debtor’s attempted fraudulent transfers of June 22, 2021, were willful and clearly done in an attempt to defraud creditors to the Estate of Ray Warren Exley. Simply put, Debtor Loza’s bankruptcy matter was brought for a clear improper purpose. The responding parties respectfully request sanctions be awarded in this matter.

The responding parties respectfully request sanctions be awarded against Debtor Loza, Stephen Harris and the Harris Law Practice in this matter, be it by either 11 U.S.C. § 9011 or the Court’s inherent power pursuant to 11 U.S.C. § 105. The responding parties respectfully request the dismissal of Debtor Loza’s bankruptcy matter, or in the alternative, declaring the Subject Property is not part of the Debtor’s Estate, allowing the foreclosure sale to proceed. Additionally, the responding parties request an award of \$10,000 for attorney fees and costs for needing to defend themselves in this fraudulent matter.

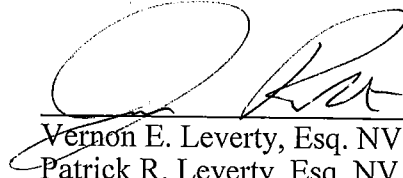
Further, the responding parties respectfully request that Court issue a motion stay as to any further filings by Debtor, Loza as a Special Administrator to the Estate of Exley or any of Exley’s Athena related entities. Debtor Loza’s motion hints that there may be additional attempts at to fraudulently transfer the Subject Property away from Exley’s Estate and the known creditors to the Estate.

III. CONCLUSION

For the foregoing reasons, Leverty & Associates Law Chtd. and Automatic Funds Transfer Services, a Seattle Corp. dba Allied Trustee Services respectfully request the Court deny Debtor Loza’s motion in its entirety and grant the responding parties request for sanctions and stay.

////

DATED this 25 day of June, 2021



Vernon E. Levery, Esq. NV Bar No. 1266

Patrick R. Levery, Esq. NV Bar No. 8840

William R. Ginn Esq. NV Bar No. 6989

Jess P. Rinehart, Esq., NV Bar No. 11697

LEVERTY & ASSOCIATES LAW CHTD.

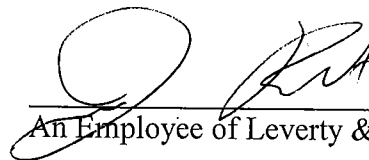
*Attorneys for Levery & Associates Law Chtd. and Automatic
Funds Transfer Services, a Seattle Corp. dba Allied Trustee
Services*

CERTIFICATE OF SERVICE

I hereby certify under penalty of perjury that I am an employee of Levery & Associates Law, Chtd., and that service of the foregoing was made via the Court's electronic filing system to:

Debtor Juliana M. Loza c/o Stephen Harris, Esq. Harris Law Practice LLC 6151 Lakeside Drive, Ste. 2100 Reno, NV 89511	
---	--

Dated this 25 day of June, 2021.



An Employee of Levery & Associates Law, Chtd.

EXHIBIT 1

EXHIBIT 1

Case No. 14-cv-0130

Dept. No. II

RECEIVED

MAY 03 2017

Douglas County
District Court Clerk

FILED

2017 MAY -3 PM 1:15

BOBBIE R. WILLIAMS
CLERK

A. NEWTON
DEPUTY

IN THE NINTH JUDICIAL DISTRICT COURT OF THE STATE OF NEVADA
IN AND FOR THE COUNTY OF DOUGLAS

RAY WARREN EXLEY, an individual,

Plaintiff,

vs.

LOIS M. O'BRIEN, an individual; DOES
I-XXX; and ABC CORPORATIONS A-Z;
inclusive,

Defendants.

MOTION TO ADJUDICATE LEVERTY &
ASSOCIATES LAW CHTD.'S RIGHTS
AND TO ENFORCE LIEN FOR
ATTORNEY'S FEES

LOIS M. O'BRIEN, an individual

Counter-Claimant,

vs.

RAY WARREN EXLEY, an individual;
DOES 1-100, inclusive, and ROE
CORPORATIONS 1-100 inclusive,

Counter-Defendants,

AND ALL RELATED CLAIMS.

Leverty & Associates Law Chtd., hereby brings this Motion to Adjudicate its Rights and to Enforce its Lien for Attorney's Fees. This Motion is based on Nevada Revised Statute 18.015, the following memorandum of points and authorities, the attached exhibits and declaration of counsel, the pleadings on file herein and any other evidence the Court wishes to consider.

MEMORANDUM OF POINTS AND AUTHORITIES

I. INTRODUCTION

In April 2014, Ray Warren Exley ("Dr. Exley") reached out and solicited Levery & Associates Law, Chtd. ("Levery & Associates") to represent him in a dispute with his ex-wife over a piece of property in Stateline, Nevada. Ultimately, this led to Levery & Associates successful representation of Dr. Exley before this Court, where Dr. Exley obtained all of the relief this Court could offer. Dr. Exley then declined to pay his attorneys fees.

As a result, on February 1, 2017, Levery & Associates filed a Notice of Lien for Attorney's Fees, and properly served it upon all interested parties pursuant to Nevada Revised Statute ("NRS") 18.015(3). While the Notice of Lien is in the amount of \$151,226.76, this amount was inadvertently overstated. The actual amount sought by Levery & Associates is \$150,780.76.¹

As a result of Dr. Exley's refusal to pay his attorneys, Levery & Associates has been forced to adjudicate its rights and enforce its lien for attorney's fees before the Court. Dr. Exley's statements and actions have made it clear that payment will not be forthcoming.

Levery & Associates attempted to resolve this dispute outside judicial intervention to no avail. Instead of paying his bill, Dr. Exley wishes to transfer the real property title from his name to one or more unknown entities or other individuals, effectively removing any security interest Levery & Associates relied upon for payment and its basis for its representation of Dr. Exley. Levery & Associates has proposed and provided Dr. Exley with an assignable deed of trust and promissory note in hopes of resolution, but Dr. Exley has flatly refused to even consider the security proposal.

Throughout Levery & Associates' representation of Dr. Exley, Dr. Exley was provided with monthly billings computed on a time and charge basis with itemized listings of legal services performed. Dr. Exley has never disputed the monthly billings and itemized services performed and has recently represented that he will remunerate Levery & Associates for all amounts due and

¹ The original amount requested was \$151,226.76, but in preparing the declarations for Dr. Exley's motion for attorneys fees, Levery & Associates discovered two separate billing entries, totaling \$446.00, that should not have been included in Dr. Exley's bills.

1 owing. Despite his assurances of payment in full, Dr. Exley's actions and statements are to the
2 contrary.

3 II. FACTS

4 As the Court is aware, this litigation arises over an ownership dispute involving a home at
5 429 Panorama Drive, Stateline, Nevada 89449. ("Panorama Property") When Dr. Exley initially
6 sought representation from Leverty & Associates in April 2014, the owners of the Panorama
7 Property were listed as Ray Warren Exley, M.D., an unmarried man, and Lois O'Brien, an unmarried
8 woman, as Joint Tenants.

9 Based on Dr. Exley's word, in April of 2014, Leverty & Associates, as attorney, began
10 providing legal services to Dr. Exley, as client. Dr. Exley and Leverty & Associates reached a written
11 agreement for legal services over the Panorama Property in June 2014. (Exh. 1). On June 13, 2014,
12 Leverty & Associates filed suit on behalf of Dr. Exley against his ex-wife, and co-tenant, Lois
13 O'Brien in the Ninth Judicial District Court of the State of Nevada, in and for the County of
14 Douglas, Case No. 14-cv-0130.

15 After discovery closed, on August 8, 2016, Leverty & Associates filed the motion for
16 summary judgment that they drafted on behalf of Dr. Exley. Upon full briefing on the matter,
17 including a countermotion for summary judgment filed by Dr. O'Brien, on October 21, 2016, this
18 Court granted summary judgment in favor of Dr. Exley, reserving issues regarding setoff for trial.

19 On January 19, 2017, a one day trial was held in this case regarding the issue of whether Dr.
20 O'Brien was entitled to any financial offset concerning the real property. Leverty & Associates
21 represented Dr. Exley at this trial. On January 26, 2017, this Court issued an Order granting Dr.
22 Exley judgment as a matter of law, providing Dr. O'Brien is not entitled to any financial setoff. At
23 this point in time, Leverty & Associates had successfully advocated on behalf of Dr. Exley
24 concerning the sole substantive issues in the matter and ruled upon by the Court.

25 Leverty & Associates provided legal services to Dr. Exley through January of 2017. From
26 April of 2014 through January 23, 2017, Leverty & Associates provided Dr. Exley with monthly
27 billings statements detailing and itemizing legal services performed. (Mtn. Atty. Fees, Appendix 1,
28

Exh. 1 at Declaration 1:13-18 and at Exh. 1 to Declaration).² Dr. Exley has failed to make any payments for attorney's fees accrued.³

Through January 23, 2017, Dr. Exley was provided with monthly billings which provided for an amount due and owing to Levery & Associates of \$150,780.76.⁴ (See Mtn. Atty. Fees, Appendix 1, Exh. 1 at Exh. 1 to Declaration; Exh. 1). Of this amount, \$149,445.50 is attributable to unpaid attorney's fees for which Dr. Exley was billed. The remaining \$1,335.26 is attributable to outstanding costs billed. (See Mtn. Atty. Fees, Appendix 1, Exh. 1 at Exh. 1 to Declaration).

From the onset of legal representation, the parties agreed that attorneys fees would be calculated and owed to Levery & Associates on a time and charge basis based upon hourly rates agreed to by the parties.⁵ Monetary amounts accrued for each monthly period were provided to Dr. Exley as monthly billings statements detailing and itemizing legal services performed and the respective work and hourly rate for a given attorney's services. (See Mtn. Atty. Fees, Appendix 1, Exh. 1 at Exh. 1 to Declaration). Monthly bills were due when presented, a matter discussed with Dr. Exley on more than one occasion and expressly stated in the June 3, 2014, electronic mail in which Dr. Exley did not object. (Mtn. Atty. Fees, Appendix 1, Exh. 1 at Exh. 2 to Declaration). However, as Levery & Associates began providing legal services, Dr. Exley began to fail to make payments on amounts due and owing. Despite his failure to pay as he had previously agreed to do,

² The attorney-client communications in these bills have been redacted.

³ The very small amount paid went to costs.

⁴ As set forth above in footnote 1, the billed and lien amount of \$151,226.76 was inadvertently overstated by \$446.00.

⁵ The parties verbally agreed from the onset of legal representation in April of 2014 upon hourly rates and basis for billing (Mtn. Atty. Fees, Appendix 2, Exh. 3 at 2:10-11; Appendix 1, Exh. 1 at Declaration 1:21-22). For April and May 2014, Levery & Associates provided legal services to Dr. Exley related to the real property at issue. During this time, Levery & Associates provided Dr. Exley with monthly billing statements reflecting the agreed upon rates, identifying the respective attorneys and their hourly rates. (Mtn. Atty. Fees, Appendix 1, Exh. 1 at Exh. 1 to Declaration). Two months after the onset of legal representation, in June of 2014, Levery & Associates discounted its normal hourly rates and provided written verification of the agreement via a June 3, 2014, email to Dr. Exley. (Mtn. Atty. Fees, Appendix 2, Exh. 3 at 2:12-20; Appendix 1, Exh. 1 at 1:23-2:3; Appendix 1, Exh. 1 at Exh 2 to Declaration; Exh. 1). Dr. Exley acknowledged the June 3, 2014, electronic mail and did not raise any objection or concern to the respective hourly rates and time and charge basis for billing. (Mtn. Atty. Fees, Appendix 1, Exh. 1 at Declaration 2:23-25; Exh. 1).

1 Levery & Associates went out on a limb for Dr. Exley (*See* Exh. 2 at Exh. D) and agreed to further
2 representation based upon Dr. Exley's repeated promises and assurances that Levery & Associates
3 would have security in the Nevada real property in dispute (Mtn. Atty. Fees, Appendix 2, Exh. 3 at
4 15:8-10). Based upon this representation for future payment, Levery & Associates zealously
5 advocated on Dr. Exley's behalf and achieved extraordinarily favorable results for Dr. Exley. (Mtn.
6 Atty. Fees, Appendix 2, Exh. 3 at 15:10-13).

7 Once he received the extraordinarily results in his favor, Dr. Exley informed Levery &
8 Associates that upon the filing of transfer documents transferring 100 % ownership interest to Dr.
9 Exley, Dr. Exley advised he was immediately transferring the real property title out of his name, and
10 into the name of one or more trust, LLC or individual(s), depriving Levery & Associates of the
11 security promised by Dr. Exley for the attorneys fees. (Exh 2, Declaration of Vernon E. Levery at
12 ¶¶ 5, 6 and 7).

13 Levery & Associates has requested payment in full and has attempted to resolve this matter
14 without judicial intervention. However, despite Dr. Exley's repeated assurances that payment will
15 be made in full on all amounts due and owing (Exh. 2 at ¶¶ 8, 10 and 11), it has become apparent that
16 payment is not forthcoming, and a real property transfer to other entities or individuals would be
17 detrimental to Levery & Associates.

18 To resolve this impasse, Levery & Associates proposed, prepared, and provided Dr. Exley
19 with an assignable deed of trust and promissory note in hopes of resolution. (Exh. 2 at ¶ 12). Dr.
20 Exley has shown no interest in providing security in the real property, and refused to consider the
21 proposal. Despite its best efforts, this issue has come to an impasse at this time and Levery &
22 Associates has been forced to adjudicate its rights and enforce its lien for attorney's fees before the
23 Court pursuant to NRS 18.015(6).

24 On February 1, 2017, Levery & Associates filed a Notice of Lien for Attorney's Fees. The
25 Notice of Lien for Attorney's Fees claims the lien, states the amount of the lien, and was properly
26 served upon Dr. Exley pursuant to NRS 18.015(3). (Exh. 3). Thereafter, and *subsequent* to the filing
27 of the attorney's lien, the Court entered a March 14, 2017, final Judgment, declaring Dr. Exley the

1 sole owner of the Panorama Property, with Dr. O'Brien having no right, title or interest in the
2 property.

3 III. LEGAL ARGUMENT

4 A. LEGAL STANDARD FOR ATTORNEY'S LIEN

5 Nevada Revised Statute ("NRS") 18.015(1) provides an attorney at law "shall have a lien"
6 (a) Upon any claim, demand or cause of action...which has been placed in an attorney's hands by a
7 client for suit or collection, or upon which a suit or other action has been instituted." NRS 18.015(4)
8 provides a lien pursuant to NRS 18.015(1)(a) attaches to any verdict, judgement or decree entered
9 and to any money or property recovered which is recovered on account of the suit or action.

10 Nevada recognizes two kinds of attorney's lien. *Figliuzzi v. District Court*, 111 Nev. 338,
11 342, 890 P.2d 798, 801 (1995). The first lien, a creature of statute, is a "charging lien on the
12 judgment or settlement [that] the attorney has obtained for the client." (Emphasis added). *Argentina*
13 *Consol. Mining Co. V. Jolley Urga Wirth Woodbury & Standish*, 125 Nev. 527, 532, 216 P.3d 779
14 (2009) (overruled on other grounds), citing to *Figliuzzi*, 111 Nev. At 342, 890 P.2d at 801.

15 "A district court is empowered to render judgment either for or against a person or entity only
16 if it has jurisdiction over the parties and the subject matter." *Argentina*, 125 Nev. at 532-533
17 (overruled on other grounds) citing to *C.H.A. Venture v. G.C. Wallace Consulting*, 106 Nev. 381,
18 383, 794 P.2d 707, 708 (1990). "The district court's in personam jurisdiction to adjudicate a fee
19 dispute based on a charging lien is derived from the fact that the client has already submitted...to the
20 court's jurisdiction and the court has personal jurisdiction over the attorney due to the attorney's
21 appearance as the client counsel of record." *Argentina*, 125 Nev. at 533 (overruled on other grounds)
22 citing to *Earl v. Las Vegas Auto Parts*, 73 Nev. 58, 63, 307 P.2d 781, 783 (1957). "Concerning the
23 court's subject matter jurisdiction, the court has in rem jurisdiction to resolve a fee dispute between
24 an attorney and client, which arises from a charging lien, because the attorney's fee 'is recovered on
25 account fo the suit or the action." *Argentina*, 125 Nev. at 533 (overruled on other grounds).

26 Pursuant to NRS 18.015(6), "On motion filed by an attorney having a lien...the court shall
27 after 5 days' notice to all interested parties, adjudicate the rights of the attorney...and enforce the
28

1 lien." (Emphasis added).

2 B. LEVERTY & ASSOCIATES HAS AN ENFORCEABLE LIEN ATTACHING
3 TO THE REAL PROPERTY RECOVERED

4 Pursuant to NRS 18.015, Leverty & Associates has an enforceable charging lien which
5 attaches to APN No. 1318-25-111-017 as a result of final Judgment entered by the Court.

6 i. Leverty & Associates has an Enforceable Charging Lien

7 Pursuant to NRS 18.015(3), an attorney "perfects a lien...by serving notice in writing, in
8 person or by certified mail, return receipt requested, upon his or her client, and if applicable, upon
9 the party against whom the client has a cause of action, claiming the lien and stating the amount of
10 the lien."

11 a. Notice was Served Upon Dr. Exley Pursuant to NRS 18.015(3)

12 Pursuant to NRS 18.015(3), an attorney perfects a lien by first "serving notice in writing, in
13 person or by certified mail, return receipt requested, upon his or her client, and if applicable, upon
14 the party against whom the client has a cause of action claiming the lien and stating the amount of
15 the lien."

16 On February 1, 2017, Leverty & Associates filed its Notice of Lien for Attorney's Fees.
17 Pursuant to the Certificate of Service, on January 31, 2017, "a true and correct copy...was sent via
18 US Certified Mail, return receipt requested" to Dr. Exley and Dr. O'Brien. The Notice of Lien for
19 Attorney's Fees was delivered to the USPS Facility on January 31, 2017, and was received and
20 signed for by Dr. Exley on February 8, 2017. (Exh. 3).

21 The February 1, 2017, Notice of Lien for Attorney's Fees provides Leverty & Associates is
22 claiming a lien which attaches to real property recovered on account of the action, and is being
23 claimed in the amount of \$151,226.75. However, as provided in Section II above, the total
24 unpaid balance shall be reduced to \$150,780.76; with the unpaid portion of attorney's fees being
25 reduced to \$149,445.50 and the unpaid costs being \$1,335.26. NRS 18.015(3) does not require a
26 specific dollar amount. *Golightly & Vannah, PLLC v. TJ Allen, LLC*, 373 P.3d 103, 106, 2016 Nev.
27 LEXIS 484 (2016).
28

////

b. Leverty & Associates Charging Lien is Perfected and Has Priority

A charging lien attaches to the property which is recovered on account of judgment...“from the time of service of the notice.” *Id.*, 373 P.3d at 105 (finding a personal injury settlement obtained prior to notice of the lien being sent prevents the lien from being perfected and having priority, but affirming the existence of the lien and the district court’s pro-rata distribution of the proceeds received after notice).

Here, the Court entered a January 26, 2017, Order granting summary judgment. The January 26, 2017, Order provides, in pertinent part, “IT IS FURTHER ORDERED that Dr. Exley shall submit a *proposed judgment* consistent with...the order granting summary judgment...” (*Emphasis Added*). The Court’s March 14, 2017 final Judgment declared Dr. Exley the sole owner of the Panorama Property.

Prior to the issuance of the March 14, 2017, final Judgment, Leverty & Associates filed a Notice of Lien for Attorney’s Fees on February 1, 2017. As such, Leverty & Associates’ attorney’s lien has been perfected and has priority as to the real property.⁶

On February 22, 2017, this Court entered an Order granting Leverty & Associates’ Law Chtd.’s Motion to Withdrawal as counsel, and notice of entry of this order was filed on February 27, 2017. Despite the fact that Leverty & Associates withdrew prior to the Court’s March 14, 2017, Judgment on the property, Leverty & Associates still possess an enforceable attorney’s lien. This is because the plain language of NRS 18.015 makes no distinction for a final judgment obtained on real property after an attorney has withdrawn. “An attorney ‘shall have a lien’ if employed by a client; there is no requirement that the attorney serve the client at the moment of recovery. Instead, there is a generalized requirement of a recovery so that the lien can actually attach to something of value.” *McDonald Carano Wilson LLP v. Bourassa Grp., LLC*, 131 Nev. ___, 362 P.3d 89, 91(2015).

⁶ Should the Court find that Leverty & Associates’ lien has not been perfected, the Court should still award attorney’s fees to Leverty & Associates based upon the fees as set forth in *Golightly & Vannah* concerning an un-perfected lien. Furthermore, the Court may find that the lien is still perfected due to the fact that the Court entered an October 21, 2016, Order granting summary judgment on the property.

1 NRS 18.015 “allows an attorney to enforce a charging lien against a client’s affirmative recovery,
 2 even if that attorney withdrew before recovery occurred.” *Id* (finding the district court erred by
 3 precluding McDonald Carano from enforcing its charging lien due to its withdrawal.)

4 Here, real property was recovered on behalf of suit, satisfying the generalized requirement
 5 of a recovery so that the lien can actually attach to something of value. Leverty & Associates’s lien
 6 attaches to the Panorama Property.

7 ii. Leverty & Associates’ Charging Lien Attaches to the Real Property
 8 Recovered

9 Pursuant to NRS 18.015(4)(a), Leverty & Associates charging lien attaches to “any judgment
 10 or decree entered...and to any money or property recovered on account of the suit or other action.”
 11 As outlined above in Section II, Leverty and Associates provided legal services to Dr. Exley,
 12 including filing suit on his behalf, and prosecuting this action through trial. The suit was intended
 13 to resolve the dispute over the Panorama Property. As set forth more fully above, Leverty &
 14 Associates obtained an extraordinary recovery for Dr. Exley, first via the motion for summary
 15 judgment researched and drafted by Leverty & Associates on behalf of Dr. Exley, and later at trial.
 16 A final judgment was entered on the summary judgement and trial results on March 14, 2017.
 17 (Judgment, 1:19-25).

18 Pursuant to NRS 18.015(4)(a), Leverty & Associates Law Chtd.’s lien attaches to the March
 19 14, 2017, final Judgment and the real property recovered on account of the suit. See *McDonald*
 20 *Carano Wilson LLP*, *supra*. (“There is a generalized requirement of a recovery so that the lien can
 21 actually attach to something of value.”)

22 iii. Leverty & Associates’ Charging Lien is for an Amount Agreed Upon by
 the Parties

23 As shown by Exh. 1, an agreement for legal services was approved by and between Dr.
 24 Exley, as client, and Leverty & Associates, as attorney.

25 a. Total Amount of Fees Agreed Upon

26 Pursuant to NRS 18.015, the lien amount shall be “for the amount of any fee agreed upon by
 27 the attorney and client.” As detailed in Exh. 1, Leverty & Associates and Dr. Exley agreed upon
 28

1 attorneys fees which would be calculated and owed to Levery & Associates on a time and charge
 2 basis based upon hourly rates agreed to by the parties. "Basic contract principles require, for an
 3 enforceable contract, an offer and acceptance, meeting of the minds, and consideration." *May v.*
 4 *Anderson*, 121 Nev. 668, 672, 119 P.3d 1254, 1257 (2005). "A meeting of the minds exists when
 5 the parties have agreed upon the contract's essential terms." *Certified Fire Prot. V. Precision*
 6 *Constr. Inc.*, 128 Nev. 371, 378, 283 P.3d 250 (2012) citing to *Roth v. Scott*, 112 Nev. 1078, 1083,
 7 921 P.2d. 1262, 1265 (1996).

8 Here, the parties agreed upon legal representation and legal services in exchange for amounts
 9 due and owing to Levery & Associates. From the onset of legal representation, the parties agreed
 10 to the essential terms. The parties agreed that attorneys fees would be calculated and owed to
 11 Levery & Associates on a time and charge basis based upon hourly rates agreed to by the parties,
 12 and agreed to the hourly rates for each attorney.⁷ Monetary amounts accrued for each monthly period
 13 were provided to Dr. Exley as monthly billings statements detailing and itemizing legal services
 14 performed and the respective work and hourly rate for a given attorney's services. (See Mtn. Atty.
 15 Fees, Appendix 1, Exh. 1 at Exh. 1 to Declaration).

16 From April of 2014 through January 23, 2017, Dr. Exley was provided with monthly billings
 17 which provided for an amount due and owing to Levery & Associates. As detailed above, the
 18 unpaid portion of attorney's fees is \$149,445.50, and the unpaid of costs are \$1,335.26.

19 On or about April 17, 2017, Dr. Exley filed a Motion for Attorney's fees seeking the same
 20 attorneys fees that he was billed by Levery & Associates. In the conclusion of his motion, Dr. Exley
 21 requested that "This court should enter its order against O'Brien and in favor of Exley in the amount
 22 of...\$149,512 claimed by Dr. Exley." (Mtn. Atty. Fees, 8:5-6). With such a straightforward request,
 23 the only issue appears to be the fact that the amount of attorney's fees owed to Levery & Associates
 24 shall be reduced to \$149,445.50, as extensively touched upon this Motion. Furthermore, in multiple
 25 email correspondence to Levery & Associates subsequent to the January 23, 2017, final monthly
 26

27 ⁷ For April and May 2014, this was based on an oral agreement. After June 2014, it was
 28 based on a written agreement. (Exh. 1)

1 billing, Dr. Exley repeated assured that payment will be made in full on all amounts due and owing.
 2 (Exh. 2 at ¶¶ 8, 10 and 11). These assurances by Dr. Exley once again evidence his acknowledgment
 3 and agreement to the essential terms that were laid out in the June 3, 2014, correspondence from Mr.
 4 Leverty, and the thirty-four (34) itemized monthly billings provided to Dr. Exley which included
 5 respective rates and a running balance due and owing to Leverty & Associates.

6 Leverty & Associates respectfully requests this Court enter a Judgment in the amount of
 7 \$150,780.76 against the Panorama Property, the real property in which Leverty & Associates' lien
 8 attaches. In the alternative, should the Court determine that the outstanding costs of \$1,335.26⁸ not
 9 be included in the judgment, Leverty & Associates respectfully requests this Court enter judgment
 10 in the amount of \$149,445.50 for the outstanding balance of attorney's fees owed.

11 **b. In the Alternative, the Lien is for an Amount of Reasonable**
 12 **Services Rendered**

13 As provided in Section II(B)(iii)(a) above, the lien in this matter is clearly for an amount fees
 14 agreed upon by the attorney and client. Dr. Exley has not disputed his monthly billings and has
 15 acknowledged that payment will be made in full on all amounts due and owing. Nonetheless, despite
 16 Dr. Exley's ratification of the bills by seeking those amounts from Dr. O'Brien, based upon Dr.
 17 Exley's past conduct, Leverty & Associates must address an alternative fee calculation should the
 18 need arise.

19 Pursuant to NRS 18.015, "In the absence of an agreement, the lien is for a reasonable fee for
 20 the services which the attorney has rendered for the client." Once again, Dr. Exley received monthly
 21 itemized billings with a running balance of amounts due and owing. In response to the billings
 22 provided, Dr. Exley provided assurances as to his forthcoming payment in full (Exh. 2 at ¶¶ 8, 10
 23 and 11). In doing so, Dr. Exley acknowledged that such fees sought by Leverty & Associates were
 24 reasonable. By seeking these same fees from Dr. O'Brien, Dr. Exley acknowledged that these fees

25 ⁸ The total costs incurred by Leverty & Associates is \$6,264.74. Dr. Exley's
 26 Memorandum of Costs seeks costs of \$32,295.39, which is far in excess of the amount of costs
 27 incurred by Dr. Exley's attorneys or billed to Dr. Exley by Leverty & Associates. Indeed, Leverty
 28 & Associates is unaware of any services that were incurred by any outside entity for Dr. Exley's
 litigation against Dr. O'Brien.

1 were reasonable.

2 As provided in Dr. Exley's Motion for Attorney's Fees, "the parties undertook extensive
3 discovery, and filed cross motions for summary judgment," in addition to, a January 19, 2017, trial.
4 (Mtn. Atty. Fees, 2:7-8). Based upon the extensive legal services performed, Dr. Exley provided the
5 Court with three declarations of counsel in support of an award for attorney's fees. (Mtn. Atty. Fees,
6 Appendix 1 and 2). As detailed in the declarations filed by Dr. Exley, the rates charged are
7 reasonable and supportable in the community. (Mtn. Atty. Fees, Appendix 2, Exhibit 3 at 6:9-9:4;
8 Appendix 1, Exhibit 1 at 3:25-6:6). Furthermore, in previous correspondence sent on behalf of Dr.
9 Exley, Dr. Exley acknowledges Leverty & Associates rate is well inside the published average. (Exh.
10 2 at ¶ 13).

11 As provided in Section II above, and in the declarations of counsel filed by Dr. Exley, the
12 results obtained by Leverty and Associates were excellent, with the two substantive issues in this
13 matter being decided in favor of Dr. Exley. In acknowledgment of the results, in previous
14 correspondence sent on behalf of Dr. Exley, Dr. Exley touts Leverty & Associates incredible work
15 and success. (Exh. 2 at ¶ 9).

16 Finally, Dr. Exley's Motion for Attorney's Fees addresses Mr. Carlson's, namely the attorney
17 representing Ms. O'Brien until he withdrew, fees as support for the reasonableness of an award for
18 attorney's fees based upon Leverty & Associates' billings. Dr. Exley addresses the fact that Mr.
19 Carlson's fees reached over \$100,000 through December 14, 2016, with total fees likely being
20 significantly more and somewhere in the range of \$154,000. (Mtn. Atty. Fees, 4:1-5). Dr. Exley
21 infers this as a comparative reasonable billing despite the fact that such billing is greater than Leverty
22 & Associates and does not take into account amounts billed by Leverty & Associates for the
23 preparation and conducting of the January 19, 2017, trial. If anything, Leverty & Associates
24 reasonable rate could be in excess of the \$149,445.50 in attorneys fees sought, especially in light of
25 the fact that Leverty & Associates reduced its normally hourly rates in June of 2014. (Mtn. Atty.
26 Fees, Appendix 2, Exh. 3 at 2:12-20).

27 ////

28

IV. CONCLUSION

Leverly & Associates respectfully requests the Court timely adjudicate Leverly & Associates rights and enforce its lien for attorney's fees pursuant to the time frame provided for in NRS 18.015. Leverly & Associates Law Chtd. respectfully requests the Court enter a Judgment stating the following:

1. The Judgment is in the amount of \$150,780.76 against APN No. 1318-25-111-017, real property of value in which Leverly & Associates' lien attaches.
2. The attorneys fees incurred were reasonable and necessary.
3. The attorneys fees were incurred pursuant to a valid contract between Leverly & Associates and Dr. Exley; and
4. Any monies awarded and paid to Dr. Exley be deposited with the Court so that the Court can properly disburse monies due and owing to satisfy any Judgment obtained.

AFFIRMATION
(NRS 239B.030)

The undersigned does hereby affirm that the preceding document filed in the Ninth Judicial District Court of the State of Nevada in and for the County of Douglas does not contain any personal information.

DATED this 2 day of May, 2017.

LEVERTY & ASSOCIATES LAW CHTD.



Jess P. Rinehart, Esq, NV Bar No. 11697

CERTIFICATE OF SERVICE

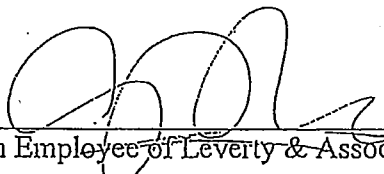
Pursuant to Nevada Rules of Civil Procedure 5(b), I hereby certify that I am an employee of Levery & Associates Law, Chtd., and that I mailed a copy of the foregoing hand, via U.S.

Mail, prepaid, upon:

Ray Warren Exley, M.D.
9504 Highridge Place
Beverly Hills, CA 90201

Lois M. O'Brien, M.D.
1836 Parnell Avenue, Unit 201
Los Angeles, CA 90025

DATED this 3 day of May, 2017.


An Employee of Levery & Associates Law, Chtd.

INDEX OF EXHIBITS

EXH. #	DESCRIPTION	PAGES*
1	Written Agreement for Legal Services	4
2	Declaration of Vernon E. Leverty (With REDACTED Exhibits, A, B, C, D, E and F)	21
3	Proof Service - Dr. Exley	1

*Number of Pages Does Not Include the Divider Page that Marks the Exhibit Number at the Top and Bottom of the Page

EXHIBIT 1

EXHIBIT 1

Gene Leverty

From: trustee@athenamedicalgroup.com
Sent: Wednesday, June 11, 2014 12:03 PM
To: Gene Leverty
Subject: RE: FW: Exley - Deed of Trust

Yes, and I replied with the attachment of the April bill.
Also I'm going to switch to another email. Athena.medicalgroup@gmail.com because adding attachments is easier.
I just sent you an email from that address with other Tahoe/Stateline documents.

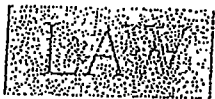
Thanks.

On 11-06-2014, Gene Leverty wrote:

Jill- It wasn't a letter that I sent but the below email dated June 3rd. Did you receive the below email?

Sincerely,

Gene Leverty



Gene@levertylaw.com

LEVITY & ASSOCIATES LAW, CHTD.

"Reno Gould House"

832 Willow Street

Reno, Nevada 89502

Tel.: (775) 322-6636

Fax: (775) 322-3953

PLEASE NOTE: THIS E-MAIL MESSAGE IS INTENDED ONLY FOR THE USE OF THE INDIVIDUAL OR ENTITY TO WHICH IT IS ADDRESSED AND MAY CONTAIN INFORMATION THAT IS PRIVILEGED, CONFIDENTIAL AND/OR EXEMPT FROM DISCLOSURES. If you are not the intended recipient, you are hereby notified that any dissemination, distribution, or copying of this communication is strictly prohibited. If you have received this communication in error, please notify us immediately by telephone and delete this e-mail message.

Please consider the environment before printing this e-mail

From: Gene Leverty
Sent: Tuesday, June 03, 2014 2:57 PM
To: 'trustee@athenamedicalgroup.com'
Cc: Jess Rinehart; Bill Ginn; Leverty Staff; Office
Subject: RE: FW: Exley - Deed of Trust

Jill-

Now I am confused because I don't know what letter you are referring to in your below email. I did suggest that we have a telephone discussion about pursuing the partnership termination on the South Lake Tahoe property.

It has come to my attention that we do not have a current retainer agreement with Dr. Exley for the services we performed concerning the Deed of Trust and related costs nor with respect to potential services related to the potential complaint for termination of the partnership on the South Shore property.

My hourly rate is \$350.00. This law firm's billings will be computed on a time and charges basis at rate of \$350.00 for my services, \$300 for the services of Pat Leverty and William Ginn and \$200 for the services of Jess Rinehart. All charges will be billed each month by us and will be sent to Dr. Exley at 9504 Highridge Place, Beverly Hills, CA 90210. In addition, we request that we be provided Dr. Exley's email address so that statements and communication can be provided to him by email as well. Each statement will be itemized to show each conference, telephone conference, research and other work performed. The hourly rate may be changed by prior written notice of twenty (20) days. Our billings concerning this case will be sent to your attention and you will be personally responsible for you and your companies. Our billing cycle follows the calendar month; thus the monthly bill will usually be sent within the first ten (10) business days of the following calendar month. Bills are due when presented, although if there are any questions about a bill, we certainly want to hear from you.

You should also understand that Dr. Exley has the right at any time to terminate our services after written notice. However, he will not be relieved of the obligation to pay fees for services rendered before the termination is effective.

In addition to time charges, our firm also bills for staff expense, photocopying projects, and all out of pocket expenses for travel and although there are no charges for long distance telephone calls (which is the same for faxes), conference calls are billed at actual billing rate, if they are incurred.

Sincerely,

Gene Leverty



Gene@levertylaw.com

LEVERTY & ASSOCIATES LAW, CHD.

"Reno Gould House"

832 Willow Street

Reno, Nevada 89502

Tel.: (775) 322-6636

Fax: (775) 322-3953

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Office

From: Gene Levery
 Sent: Tuesday, June 03, 2014 2:57 PM
 To: trustee@athenamicalgroup.com
 Cc: Jess Rinehart; Bill Ginn; Levery Staff; Office
 Subject: RE: Exley - Deed of Trust

Jill-

Now I am confused because I don't know what letter you are referring to in your below email. I did suggest that we have a telephone discussion about pursuing the partnership termination on the South Lake Tahoe property.

It has come to my attention that we do not have a current retainer agreement with Dr. Exley for the services we performed concerning the Deed of Trust and related costs nor with respect to potential services related to the potential complaint for termination of the partnership on the South Shore property.

My hourly rate is \$350.00. This law firm's billings will be computed on a time and charges basis at rate of \$350.00 for my services, \$300. for the services of Pat Levery and William Ginn and \$200 for the services of Jess Rinehart. All charges will be billed each month by us and will be sent to Dr. Exley at 9504 Highridge Place, Beverly Hills, CA 90210. In addition, we request that we be provided Dr. Exley's email address so that statements and communication can be provided to him by email as well. Each statement will be itemized to show each conference, telephone conference, research and other work performed. The hourly rate may be changed by prior written notice of twenty (20) days. Our billings concerning this case will be sent to your attention and you will be personally responsible for you and your companies. Our billing cycle follows the calendar month; thus the monthly bill will usually be sent within the first ten (10) business days of the following calendar month. Bills are due when presented, although if there are any questions about a bill, we certainly want to hear from you.

You should also understand that Dr. Exley has the right at any time to terminate our services after written notice. However, he will not be relieved of the obligation to pay fees for services rendered before the termination is effective.

In addition to time charges, our firm also bills for staff expense, photocopying projects, and all out of pocket expenses for travel and although there are no charges for long distance telephone calls (which is the same for faxes), conference calls are billed at actual billing rate, if they are incurred.

Sincerely,

Gene Levery

Gene@leverylaw.com

LEVERY & ASSOCIATES LAW, CHTD.
 "Reno Gould House"
 832 Willow Street
 Reno, Nevada 89502
 Tel.: (775) 322-6636
 Fax: (775) 322-3953

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Please consider the environment before printing this e-mail

From: trustee@athenamicalgroup.com [mailto:trustee@athenamicalgroup.com]
 Sent: Tuesday, June 03, 2014 1:32 PM
 To: Gene Levery
 Subject: Re: FW: Exley - Deed of Trust

Ili Gene,
 Hope all went well with your trip and family in Arizona.
 Got your letter. A bit confused

I thought the service address for Dr. Exley is the
 9504 Highridge Place,
 Beverly Hills CA 90210

Just incase you need the address for Athena is

ATHENA MEDICAL GROUP INC
 195 HIGHWAY 50 SUITE 104
 STATELINE NV 89449

Also really would like to discuss the Nevada Partnership laws and how to take action against Lois O'Brien for breach of fiduciary duty and involuntarily put the property into a partnership. (I believe it is possible as there are only a few "proofs" to make it retroactive.

Thanks,
 Jill Loza
 310-858-6676
 310-858-1093

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EXHIBIT 2

EXHIBIT 2

DECLARATION OF VERNON E. LEVERTY

I, Vernon E. Leverty, being first duly sworn, say under penalty of perjury, that:

1. I am an attorney at the law firm of Leverty & Associates Law Chartered, previous counsel of record for Ray Warren Exley, Case No. 14-cv-0130, Ninth Judicial District Court of the State of Nevada, in and for the County of Washoe.

2. I am licensed to practice law in the States of Nevada and California.

3. I have firsthand knowledge of the facts stated herein, and hereby declare that the following assertions are true to the best of my knowledge and belief.

4. I make this Declaration based upon personal knowledge, and in lieu of Affidavit pursuant to NRS 53.045.

5. On January 24, 2017, an email correspondence was sent from Dr. Exley's email address to Mr. Ginn of Leverty & Associates Law Chtd. addressing transferring title to Assessor Parcel No. 1318-25-111-017. The email correspondence provides, in part: "we want to transfer ownership from the Exley Trust to a LLC." (See Exh. A).

6. On January 26, 2017, an email correspondence was sent from Dr. Exley's email address to Mr. Ginn of Leverty & Associates Law Chtd. addressing transferring title to Assessor Parcel No. 1318-25-111-017. The email correspondence provides, in part: "So having both the recording from Lois to Ray and Ray to the Exley NV Family Trust..." (See Exh. B).

7. On January 26, 2017, an email correspondence was sent from Dr. Exley's email address to Mr. Ginn of Leverty & Associates Law Chtd. addressing transferring title to Assessor Parcel No. 1318-25-111-017. The email correspondence provides, in part: "Rays brother Charles wants to have the property title clear and he & I (JILL) the sole owners..." (See Exh. B).

8. On January 26, 2017, Dr. Exley wrote a letter to me stating, in part: "YOU WILL BE PAID." (See Exh. C)

9. On January 26, 2017, an email correspondence was sent from Dr. Exley's email address to Mr. Ginn of Leverty & Associates Law Chtd. stating, in part "with great gratitude and respect for your truly INCREDIBLE work and SUCCESS on this." (See Exh. B)

10. On January 28, 2017, an email correspondence was sent from Dr. Exley to me stating, in

1 part: "WE WILL PAY ALL OF THE OUTSTANDING MONEY OWED TO YOUR FIRM."

2 11. On January 28, 2017, an email correspondence was sent from Dr. Exley to me stating, in
3 part: "We deeply appreciate your past confidence and trust as demonstrated by years of legal
4 support and we shall not disappoint." (See Exh. D)

5 12. On February 1, 2017, I emailed Dr. Exley and provided him with a Promissory Note and
6 Deed of Trust in hopes of resolution of the outstanding balance owed to Levery & Associates.
7 (See Exh. E)

8 13. On February 11, 2017, an email correspondence was sent from Dr. Exley's email address
9 to Bill Ginn, Esq. of Levery & Associates Law Chtd., stating, in part: "a rate of \$275-350 is
10 published average which is well inside your billing range." (See Exh. F)

11 DATED this 2nd day of May, 2017

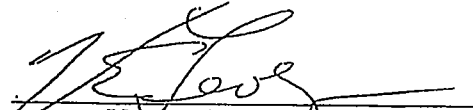
12
13
14 
15 Vernon E. Levery, Esq.
16

EXHIBIT A

EXHIBIT A

Jess Rinehart

Subject: FW: EXLEY v Lyin' LOIS O'BRIEN

From: Ray Exley (mailto:rwe.tahoe@gmail.com)

Sent: Tuesday, January 24, 2017 9:22 AM

To: Bill Ginn <bill@levertlaw.com>

Cc: Ray Exley <rayexley@yahoo.com>

Subject: EXLEY v Lyin' LOIS O'BRIEN

we want to transfer ownership from the Exley Trust to a LLC

EXHIBIT B

EXHIBIT B

Jess Rinehart

Subject: FW: EXLEY v Lyin' Lois

From: Ray Exley [mailto:rwe.tahoe@gmail.com]

Sent: Thursday, January 26, 2017 9:32 AM

To: Bill Ginn <bill@levertlaw.com>

Cc: Ray Exley <rayexley@yahoo.com>

Subject: Re: EXLEY v Lyin' Lois

he & I the sole owners

Ray's brother Charles wants to have the property title clear and

So having both the recording from Lois to Ray and Ray to the Exley NV Family Trust

Our best and always with great gratitude and respect for your truly INCREDIBLE work and SUCCESS on this and everything upcoming.

EXHIBIT C

EXHIBIT C

January 26, 2017
Beverly Hills, California

Dear Gene,

(BTW you were absolutely correct to discourage Ray from sharing the title in 1983.)

YOU WILL BE PAID

Thank you again.

Warmest regards and respect.

Ray and Jill (mostly Ray).

EXHIBIT D

EXHIBIT D

Jess Rinehart

Subject: FW: Outstanding Attorney Fees and Costs-

From: Ray Exley <rwe.tahoe@gmail.com>
Date: January 28, 2017 at 6:09:53 PM PST
To: Gene Leverty <gene@levertylaw.com>
Subject: Re: FW: Outstanding Attorney Fees and Costs-

Jan 28, 2017 6:09pm

Dear Gene

WE WILL PAY ALL OF
THE OUTSTANDING MONEY OWED TO YOUR FIRM

at

We deeply
appreciate your past confidence and trust as demonstrated by the years of legal support
and we shall not disappoint.

Yours

Ray Exley

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EXHIBIT E

EXHIBIT E

Gene Leverty

From: Gene Leverty
Sent: Wednesday, February 1, 2017 1:22 PM
To: Ray Exley
Subject: Exley - proposed Deed & Note
Attachments: Promissory Note (Atty Fees - Deed of Trust).pdf; ATT00001.htm; Deed of Trust.(Promissory.Atty.Fees).pdf; ATT00002.htm

Dear Dr. Exley and Jill:

Please find attached a Promissory Note on the last invoice for legal services and costs and Deed of Trust on the Nevada property.

I hope you agree the enclosed promissory note and deed of Trust once signed by Dr. Exley will allow us to move forward and put the issue of the attorney fees and costs owed to this firm pursuant to the last invoice and Nevada security behind us.

Sincerely,

Gene Leverty

LEVERTY & ASSOCIATES LAW CHTD.

"Reno Gould House"

832 Willow Street

Reno, Nevada 89502

Tel.: (775) 322-6636

Fax: (775) 322-3953

www.renoinsuranceattorney.com

jess@levertylaw.com

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EXHIBIT F

EXHIBIT F

Jess Rinehart

From: Bill Ginn
Sent: Saturday, February 11, 2017 10:53 PM
To: Jess Rinehart; Gene Leverty
Subject: Fwd: Exley Filings
Attachments: 2017-02-11 to Bill Ginn from RWE-JML.pdf; ATT00001.htm

Begin forwarded message:

From: Ray Exley <rwe.tahoe@gmail.com>
Date: February 11, 2017 at 4:09:06 PM PST
To: Bill Ginn <bill@levertylaw.com>
Cc: Ray Exley <rayexley@yahoo.com>
Subject: Re: FW: Exley Filings

Saturday, February 11, 2017
Beverly Hills, CA

Dear Bill

However unless the Leverty bills are incredibly high, by market comparison (something I wouldn't know... a rate of \$275-\$350 is published average which is well inside your billing range)

EXHIBIT 3

EXHIBIT 3

USPS Tracking® Results

FAQs (<http://faq.usps.com?articleId=220900>)

Track Another Package +

Remove

Tracking Number: 7001114000080753805

Delivered

Product & Tracking Information

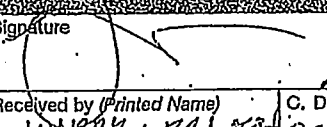
See Available Actions

Postal Product:

Features:
Certified Mail™

DATE & TIME	STATUS OF ITEM	LOCATION
February 8, 2017, 3:00 pm	Delivered, Left with Individual	BEVERLY HILLS, CA 90210
February 3, 2017, 6:49 pm	In Transit to Destination	
February 2, 2017, 6:49 pm	Departed USPS Facility	LOS ANGELES, CA 90052
February 2, 2017, 9:55 am	Arrived at USPS Facility	LOS ANGELES, CA 90052
February 2, 2017, 5:36 am	In Transit to Destination	
February 1, 2017, 5:31 am	Departed USPS Facility	RENO, NV 89510
January 31, 2017, 10:12 pm	Arrived at USPS Facility	RENO, NV 89510

Your item was delivered to an individual at the address at 3:00 pm on February 8, 2017 in BEVERLY HILLS, CA 90210.

SENDER COMPLETE THIS SECTION		COMPLETE THIS SECTION ON DELIVERY	
<p>AV <input checked="" type="checkbox"/> Complete items 1, 2, and 3.</p> <p><input checked="" type="checkbox"/> Print your name and address on the reverse so that we can return the card to you.</p> <p><input checked="" type="checkbox"/> Attach this card to the back of the mailpiece, or on the front if space permits.</p> <p>1. Article Addressed to:</p> <p>Ray Warren Exley 9504 Highridge Place Beverly Hills, CA 90210</p> <p>2. Article Number (Transfer from service label)</p> <p>7001 1140 0000 8075 3805</p>		<p>A. Signature</p> <p>X </p> <p><input type="checkbox"/> Agent <input checked="" type="checkbox"/> Addressee</p> <p>B. Received by (Printed Name)</p> <p>WARREN EXLEY</p> <p>C. Date of Delivery</p> <p>FEB 09 2017</p> <p>D. Is delivery address different from item 1? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No</p> <p>If YES, enter delivery address below:</p>	
<p>3. Service Type</p> <p><input type="checkbox"/> Adult Signature</p> <p><input type="checkbox"/> Adult Signature Restricted Delivery</p> <p><input checked="" type="checkbox"/> Certified Mail®</p> <p><input type="checkbox"/> Certified Mail Restricted Delivery</p> <p><input type="checkbox"/> Collect on Delivery</p> <p><input type="checkbox"/> Collect on Delivery Restricted Delivery</p> <p><input type="checkbox"/> Insured Mail</p> <p><input type="checkbox"/> Insured Mail Restricted Delivery (over \$500)</p>		<p><input type="checkbox"/> Priority Mail Express®</p> <p><input type="checkbox"/> Registered Mail™</p> <p><input type="checkbox"/> Registered Mail Restricted Delivery</p> <p><input checked="" type="checkbox"/> Return Receipt for Merchandise</p> <p><input type="checkbox"/> Signature Confirmation™</p> <p><input type="checkbox"/> Signature Confirmation Restricted Delivery</p>	

9590 9402 2066 6132 1265 79

Domestic Return Receipt

EXHIBIT 2

EXHIBIT 2

1 Case No. 14-cv-0130

2 Dept. No. II

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RECEIVED

MAY 24 2017

Douglas County
District Court Clerk

FILED

2017 MAY 24 AM 9:01

BOBBIE R. WILLIAMS
CLERK

A. NEWTON
DEPUTY

IN THE NINTH JUDICIAL DISTRICT COURT OF THE STATE OF NEVADA

IN AND FOR THE COUNTY OF DOUGLAS

RAY WARREN EXLEY, an individual,

Plaintiff,

vs.

LOIS M. O'BRIEN, an individual; DOES
I-XXX; and ABC CORPORATIONS A-Z;
inclusive,

Defendants.

JUDGMENT LIEN

LOIS M. O'BRIEN, an individual

Counter-Claimant,

vs.

RAY WARREN EXLEY, an individual;
DOES I-100, inclusive, and ROE
CORPORATIONS 1-100 inclusive,

Counter-Defendants,

AND ALL RELATED CLAIMS.

THIS MATTER comes before the court at the request of Levery & Associates Law Chtd., on its May 3, 2017, Motion to Adjudicate Levery & Associates Law Chtd.'s Rights and to Enforce Lien for Attorney's Fee. Plaintiff Ray Warren Exley filed an opposition dated May 15, 2017, and Levery & Associated Law Chtd. filed a reply dated May 22, 2017.

1 The Court having considered the pleadings and it satisfactorily appearing from the evidence
2 submitted by the parties, the COURT HEREBY FINDS:

- 3 1) Leverty & Associates Law Chtd., as attorney, began providing legal services to Ray
4 Warren Exley, as client, in April 2014;
- 5 2) A valid and enforceable agreement for legal services, specifically the prosecution of
6 the instant litigation, existed between Leverty & Associates Law Chtd., as attorney,
7 and Ray Warren Exley, as client;
- 8 3) Leverty & Associates Law Chtd. provided legal services to Ray Warren Exley from
9 April of 2014 through January of 2017;
- 10 4) From April of 2014 through January of 2017, Leverty and Associates Law Chtd.
11 provided Ray Warren Exley with monthly billings computed on a time and charge
12 basis with itemized listings of legal services performed. Such monthly billings
13 identified respective attorneys' work performed, respective hourly rates, and included
14 a full running balance on all amounts due and owing to Leverty & Associates;
- 15 5) As of the February 1, 2017, filing of Leverty & Associates Law Chtd.'s Notice of
16 Attorney's Lien, recorded in the office of the County Recorder of Douglas County,
17 State of Nevada as Document No. 2017-894082, Ray Warren Exley had a balance
18 due and owing to Leverty & Associates of \$150,780.76, with \$149,445.50 of the
19 outstanding balance being attributable to outstanding attorney's fees, and \$1,335.26
20 being attributable to outstanding costs;
- 21 6) Ray Warren Exley has not paid the attorneys fees charged to him that he is liable to
22 pursuant to the contract between him and Leverty & Associates Law, Chtd.;
- 23 7) The hourly rates charged by Leverty & Associates Law, Chtd. are reasonable in this
24 community;
- 25 8) The number of hours incurred by Leverty & Associates Law, Chtd. were reasonable
26 and necessary in the prosecution of the case; and
- 27 9) The total amount charged by Leverty & Associates Law, Chtd., was reasonable and
28 necessary given the character of this litigation.

IT IS HEREBY ORDERED, ADJUDGED AND DECREED:

- 1) Leverty & Associates Law Chtd.'s May 3, 2017, Motion to Adjudicate Leverty &
Associates Law Chtd.'s Rights and to Enforce Lien for Attorney's Fee is hereby
granted;
- 2) Leverty & Associates Law Chtd.'s February 1, 2017, Notice of Attorney's Lien,
recorded in the office of the County Recorder of Douglas County, State of Nevada
as Document No. 2017-894082, is enforceable in the amount of \$150,780.76, and has
been perfected pursuant to NRS 18.015;
- 3) Leverty & Associates Law Chtd., as judgment creditor, is hereby granted a Judgment
Lien against judgment debtor, Ray Warren Exley, and any successors in interest who
acquired an interest in APN 1318-25-111-017 following the recording of Leverty &
Associates February 1, 2017, Notice of Attorney's Lien, Document No. 2017-

894082, including, but not limited to, Ray Warren Exley, M.D., Nevada Family Trust;

4) Any successor in interest who acquired an interest in APN 1318-25-111-017 following the recording of Leverty & Associates February 1, 2017, Notice of Attorney's Lien, Document No. 2017-894082, takes title or any possessory interest of APN 1318-25-111-017 subject to the February 1, 2017, Notice of Attorney's Lien and this Judgment Lien;

5) Leverty & Associates Law Chtd.'s February 1, 2017, Notice of Attorney's Lien, Document No. 2017-894082, attaches to APN 1318-25-111-017, real property commonly known as 429 Panorama Drive, Stateline, NV 89449;

6) Leverty & Associates Law Chtd., as judgment creditor, is hereby granted an attached, perfected and enforceable Judgment Lien in the amount of \$150,780.76 against APN 1318-25-111-017, real property commonly known as 429 Panorama Drive, Stateline, NV 89449;

7) The \$150,780.76 Judgment Lien against APN 1318-25-111-017, real property commonly known as 429 Panorama Drive, Stateline, NV 89449, is effective as of the February 1, 2017, Notice of Attorney's Lien, Document No. 2017-894082;

8) Any monies awarded to Ray Warren Exley in this matter shall be deposited with the Court so that such monies can be properly allocated and disbursed to Leverty & Associates Law Chtd. in partial and/or whole satisfaction of this Judgment Lien.

9) Interest shall be added as compound interest monthly at the legal rate set forth in NRS 17.130(2) from the date of this Judgment until such time as it is satisfied.

IT IS SO ORDERED

DATED this 24th day of May, 2017.


DISTRICT COURT JUDGE

EXHIBIT 3

EXHIBIT 3

DOUGLAS COUNTY, NV 2018-910723
Rec:\$35.00
Total:\$35.00 02/23/2018 10:54 AM
ATHENA MEDICAL GROUP, INC Pgs=3



KAREN ELLISON, RECORDER

E07

35-
APN: 1318-25-111-017
WHEN RECORDED RETURN TO:

ATHENA MEDICAL GROUP, INC.
E.R.I.S.A. RETIREMENT TRUST
195 Hwy 50 Suite 104
P.M.B. 7172-262
Stateline, NV 89449-7172

QUITCLAIM DEED

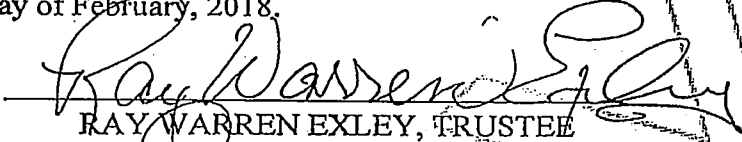
FOR NON CONSIDERATION, Ray Warren Exley as Trustee of the RAY WARREN EXLEY, M.D. NEVADA FAMILY TRUST hereby releases and forever quitclaims to the ATHENA MEDICAL GROUP-DEFINED CONTRIBUTION PENSION PLAN AND TRUST Number Three all the rights, title and interest of the undersigned in and to real property Assessor's Parcel No. 1318-25-111-017, real property situated in the County of Douglas, State of Nevada, commonly known by its physical address: 429 Panorama Drive, Stateline, Nevada 89449, more particularly described as follows:

That portion of Lots 13 & 14 of Kingsbury Palisades as said lots were set forth on the map filed in the office of the County Recorder of Douglas County, State of Nevada, September 18, 1962, Document No. 20864, Official Records of Douglas County, State of Nevada, and that portion of the Southwest 1/4 of the Northwest 1/4 of Section 25, Township 13 North, Range 18 East, M.D.B. & M., being a portion of Lot 11 - Kingsbury Lakeview, unofficial, described as follows:

COMMENCING at the Southwest corner of said Lot 13, as said Lot is set forth on the map of Kingsbury Palisades; thence North $0^{\circ}03'38''$ East, 58.73 feet the most Northerly corner of said Lot 13; thence East 117.33 feet to a point in the Westerly right of way line of Panorama Drive; thence Southeasterly along said right of way line along a curve concave to the Southeast with a central angle of $30^{\circ}27'44''$ and a radius of 125.00 feet, an arc distance of 66.46 feet; thence South 41.33 feet to the Southeast corner of said Lot 13; thence continuing South 131.68 feet; thence North $89^{\circ}54'$ West, 99.81 feet to a point from which the West 1/4 corner of said Section 25, bears South $29^{\circ}12'$ West 1,347.78 feet; thence North $0^{\circ}05'$ West 132.00 feet to the point of beginning.

RESERVING therefrom that portion lying in the Southwest 1/4 of the Northwest 1/4 of Section 25, Township 13 North, Range 18 East, M.D.B. & M., all of the minerals and mineral ores of any kind, nature and description, on or beneath the surface of said land and of the right to mine and remove said minerals and mineral ores as reserve in the deed from Clover Valley Lumber Co., a Nevada Corporation, to H.E. West, recorded December 22, 1947, in Book Y of Deeds, Page 321, Douglas County, Nevada. APN: 1318-25-1111-017

DATED this 22 day of February, 2018.


RAY WARREN EXLEY, TRUSTEE
THE RAY WARREN EXLEY, M.D. NEVADA FAMILY TRUST
DATED DECEMBER-30, 2015

(ALL SIGNATURES MUST BE ACKNOWLEDGED)

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached and not the truthfulness, accuracy or validity of that document

STATE OF CALIFORNIA)

) SS

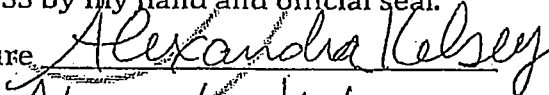
COUNTY OF LOS ANGELES)

On 22 Feb 2018 before me Alexandra Kelsey A Notary Public, personally appeared RAY WARREN EXLEY M.D. who provided to me on the basis of satisfactory evidence to be the person(s) whose name is subscribed to the within instrument and acknowledged to me that he executed the same in his authorized capacity and the his signature on the instrument the person or the entity upon behalf of which the person acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

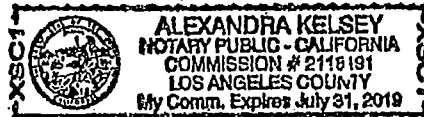
WITNESS by my hand and official seal.

Signature



Name

Alexandra Kelsey
(Typed or printed)



(Area reserved for official notarial seal)

STATE OF NEVADA DECLARATION OF VALUE

1. Assessor Parcel Number(s)

- a) 1318-25-111-017
 b) _____
 c) _____
 d) _____

2. Type of Property:

- a) ☐ Vacant Land b) ☒ Single Fam. Res.
 c) ☐ Condo/Twnhse d) ☐ 2-4 Plex
 e) ☐ Apt. Bldg f) ☐ Comm'l/Ind'l
 g) ☐ Agricultural h) ☐ Mobile Home
 i) ☐ Other _____

FOR RECORDERS OPTIONAL USE ONLY

BOOK _____ PAGE _____
 DATE OF RECORDING: _____
 NOTES: Verified Trust

3. Total Value/Sales Price of Property:

Deed in Lieu of Foreclosure Only (value of property)

Transfer Tax Value:

Real Property Transfer Tax Due:

\$ \$0.00\$ \$0.00\$ \$0.00\$ \$0.00

4. If Exemption Claimed:

- a. Transfer Tax Exemption per NRS 375.090, Section # 7
 b. Explain Reason for Exemption: A transfer of property to the Athena ERISA Retirement Trust and Athena Medical Group Defined Contribution Pension Plan and Trust without consideration.

5. Partial Interest: Percentage being transferred: 100.0%

The undersigned declares and acknowledges, under penalty of perjury, pursuant to NRS 375.060 and NRS 375.110, that the information provided is correct to the best of their information and belief, and can be supported by documentation if called upon to substantiate the information provided herein. Furthermore, the parties agree that disallowance of any claimed exemption, or other determination of additional tax due, may result in a penalty of 10% of the tax due plus interest at 1% per month.

Pursuant to NRS 375.030, the Buyer and Seller shall be jointly and severally liable for any additional amount owed.

Signature

Capacity Trustee, RW Exley MD Nevada Fam. Trust

Signature

Capacity Trustee, Athena Medical Group, ERISA TrustSELLER (GRANTOR) INFORMATION
(REQUIRED)BUYER (GRANTEE) INFORMATION
(REQUIRED)

Print Name: Ray W. Exley, M.D., Trustee,
Ray Warren Exley, M.D. Nevada Family Trust

Print Name: ATHENA MEDICAL GROUP DEFINED
CONTRIBUTION PENSION PLAN AND TRUST NO.3

Address: 9504 Highridge PlaceAddress: 195 HWY 50 Suite 104/ PMB 7172-262City: Beverly HillsCity: StatelineState: California Zip: 90210State: Nevada Zip: 89447

COMPANY/PERSON-REQUESTING RECORDING

(required if not the seller or buyer)

Print Name: _____ Escrow # _____

Address: _____

City: _____ State: _____ Zip: _____

(AS A PUBLIC RECORD THIS FORM MAY BE RECORDED/MICROFILMED)

EXHIBIT 4

EXHIBIT 4

DOUGLAS COUNTY, NV 2019-926706
Rec \$35 00
Total \$35 00 03/15/2019 09 26 AM
LEVITY & ASSOCIATES LAW Pgs=2

APN# 1318-25-111-017

Recording Requested by/Mail to:

Name Vernon E Levery, Esq

Address 832 Willow Street

City/State/Zip Reno, Nevada 89502

Mail Tax Statements to:

Name _____

Address _____

City/State/Zip _____



00088070201909267060020029

KAREN ELLISON, RECORDER

JUDGMENT IN A CIVIL CASE

Title of Document (required)

----- (Only use if applicable) -----

The undersigned hereby affirms that the document submitted for recording
DOES contain personal information as required by law (check applicable)

☐ Affidavit of Death – NRS 440 380(1)(A) & NRS 40 525(5)

☐ Judgment – NRS 17 150(4)

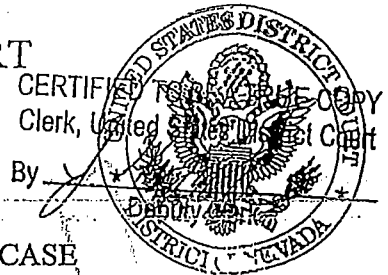
☐ Military Discharge – NRS 419 020(2)

Signature

Printed Name

This document is being (re-)recorded to correct document # _____, and is correcting

UNITED STATES DISTRICT COURT
DISTRICT OF NEVADA



LEVERTY & ASSOCIATES LAW CHTD,

Plaintiff,

v

JUDGMENT IN A CIVIL CASE

Case Number 3:17-cv-00175-MMD-WGC

RAY WARTREN EXLEY, et al

Defendants

— **Jury Verdict.** This action came before the Court for a trial by jury. The issues have been tried and the jury has rendered its verdict.

— **Decision by Court.** This action came to trial or hearing before the Court. The issues have been tried or heard and a decision has been rendered.

X **Decision by Court.** This action came for consideration before the Court. The issues have been considered and a decision has been rendered.

IT IS ORDERED AND ADJUDGED that the two reports and recommendations of Magistrate Judge Cobb (ECF Nos 135, 137) are adopted.

IT IS FURTHER ORDERED AND ADJUDGED that the parties' objections (ECF Nos 136, 139) are overruled.

IT IS FURTHER ORDERED AND ADJUDGED that Plaintiff's motions for sanctions (ECF Nos 97, 117) are granted in part and denied in part as explained in Judge Cobb's R&R Regarding Sanctions (ECF No 137). The Court imposes sanctions in favor of Plaintiff and against Defendant in the amount of \$45,045.

IT IS FURTHER ORDERED AND ADJUDGED that Plaintiff's motion to enter judgment (ECF No 141) is granted.

IT IS FURTHER ORDERED AND ADJUDGED that judgment is hereby entered in favor of Plaintiff and against Defendant as follows: (1) the Settlement Amount of \$161,000, with interest accruing at the legal rate set forth in NRS § 17.130(2) commencing on July 27, 2017 (ECF No 92-1 at 3, ¶ 1), and (2) the sanctions amount of \$45,045.

Date February 25, 2019

DEBRA K. KEMPI
Clerk

/s/ K. Walker
Deputy Clerk



EXHIBIT 5

EXHIBIT 5

Case 3:17-cv-00175-MMD-WGC Document 182 Filed 03/12/21 Page 1 of 3

UNITED STATES DISTRICT COURT

DISTRICT OF NEVADA

LEVERTY & ASSOCIATES LAW CHTD., a
Nevada Corporation,

Plaintiff,

v.

RAY WARREN EXLEY, an individual; DOES
I-XXX; and ABC CORPORATIONS A-Z;
inclusive,

Defendants

RAY WARREN EXLEY, an individual;

Counter-Plaintiff

v

LEVERTY & ASSOCIATES LAW CHTD., a
Nevada Corporation, DOES I-XXX; and ABC
CORPORATIONS A-Z inclusive,

Counter-Defendants

Case No. 3:17-00175-MMD-VPC

WRIT OF EXECUTION

TO THE UNITED STATES MARSHAL FOR THE DISTRICT OF NEVADA:

On February 25, 2019, a Judgment was entered in the docket of the above-entitled Court and action, in favor of Leverty & Associates Law Chtd. as Judgment Creditor and against Ray Warren Exley, deceased¹ and Juliana Loza as Judgment Debtors, for \$161,000 principal, making a total of \$161,000 JUDGMENT AS ENTERED.

WHEREAS, according to an affidavit and request for issuance of writ of execution filed herein, it appears that further sums have accrued since the entry of judgment, to wit:

\$38,598.08 accrued interest.

Credit must be given for payments and partial satisfaction in the amount of zero dollars and no cents (\$0.00), leaving a net balance of \$ \$199,598.08 ACTUALLY DUE on the

¹ Juliana Loza is the personal representative to the Estate of Ray Warren Exley. (ECF 177).

MAR 18 2021

Case 3:17-cv-00175-MMD-WGC Document 182 Filed 03/12/21 Page 2 of 3

1 date of the issuance of this writ, of which \$161,000 is due on the Judgment as entered, and bears
2 interest pursuant to the Court's February 25, 2019, Judgment (ECF 145) as follows:

3 Interest has been accruing at the legal rate set forth in NRS § 17.130(2), commencing on
4 ~~July 27, 2017. The ACCRUED~~ interest since July 27, 2017, was computed at the following rates
5 pursuant to the Court's February 25, 2019, Judgment:

- 6 a. July 27, 2017 through December 31, 2017 - 6.25%
- 7 b. January 1, 2018 through June 30, 2018 - 6.5%
- 8 c. July 1, 2018 through December 31, 2018 - 7.00%
- 9 d. January 1, 2019 through June 30, 2019 - 7.50%
- 10 e. July 1, 2019 through December 31, 2019 - 7.50%
- 11 f. January 1, 2020 through June 30, 2019 - 6.75%
- 12 g. July 1, 2020 through December 31, 2020 - 5.25%
- 13 h. January 1, 2021 through March 11, 2021 - 5.25%

14 The \$161,000 due on the Judgment as entered, bears interest at 5.25% in the amount of
15 \$23.16 PER DAY from the date of the Affidavit and Request for Issuance of Writ of Execution
16 to the date of issuance of this writ, to which must be added the accrued costs and fees and the
17 commissions and costs of the officer executing this writ.

18 Notice by mail of any sale of property under this writ of execution has been requested.

19 The following named persons have requested such notice of sale:

20 Vernon E. Leverty, Esq.
21 William R. Ginn, Esq,
22 Leverty & Associates Law Chtd.
23 832 Willow St.
24 Reno, NV 89502
25 (775) 3226636

26 YOU ARE THEREFOR COMMANDED to satisfy said Judgment with interest and costs
27 as provided by law and your costs and disbursements out of the personal property of said
28 debtors, except that for any pay period, 75 percent of the disposable earnings of the debtor
during this period or for each week of the period 30 times the minimum hour wage prescribed by
section 6(a)(1) of the Federal Labor Standards Act of 1938 [29 U.S.C. Sec. 206(a)(1)], and in the
effect at the time the earnings are payable, whichever is greater, is exempt from any levy of
execution pursuant to this writ, and if sufficient personal property cannot not found, then out of
the debtors real property, or if the Judgment be a lien upon real property, then out of the real

Case 3:17-cv-00175-MMD-WGC Document 182 Filed 03/12/21 Page 3 of 3

1 property belonging to such debtors, and make return of this writ not less than (10) days nor more
 2 than sixty (60) days after your receipt thereof with what you have done endorsed hereon.

3 Judgment Creditor/Plaintiff will identify to the U.S. Marshall or his representatives assets
 4 that are to be seized to satisfy the judgment and order. Said assets include real property of said
 5 debtors, including Douglas County Assessor Parcel Number 1318-25-111-017, real property
 6 situated in the County of Douglas, State of Nevada, commonly known by its physical address of
 7 429 Panorama Drive, Stateline, Nevada 89449.

8 YOU ARE FURTHER COMMANDED if necessary, to turn over any property seized
 9 under this order to a third party custodian or to the plaintiff. The U.S. Marshall or his
 10 representative is authorized to use reasonable force in the execution of this Judgment/Order and
 11 the Judgment Creditor/Plaintiff will hold the U.S. Marshall Services harmless of any liability
 12 that may be imposed as a result of the execution of the Judgment.

13 Date: March 12, 2021



CLERK OF COURT

[Signature]

Signature of Clerk or Deputy Clerk

14
 15 I hereby attest and certify on 3-17-2021
 16 that the foregoing document is a full, true
 17 and correct copy of the original on file in my
 18 legal custody.

CLERK, U.S. DISTRICT COURT
DISTRICT OF NEVADABy Samantha C Deputy Clerk

EXHIBIT 6

EXHIBIT 6

1 LEVERTY & ASSOCIATES LAW CHTD.
Vernon E. Leverty, Esq., NV Bar No. 1266
2 Patrick R. Leverty, Esq., NV Bar No. 8840
William R. Ginn, Esq., NV Bar No. 6989
3 Jess P. Rinehart, Esq., NV Bar No. 11697
832 Willow Street
4 Reno, Nevada 89502
Telephone: (775) 322-6636
5 Facsimile: (775) 322-3953
Attorneys for Plaintiff

RECEIVED

MAR 23 2021

**Douglas County
District Court Clerk**

FILED

2021 MAR 23 PM 4:06

**DOBBIE R. WILLIAMS
CLERK**

**(BY) M. CARNEY
DEPUTY**

7 **IN THE NINTH JUDICIAL DISTRICT COURT OF NEVADA**

8 **IN AND FOR THE COUNTY OF DOUGLAS**

9 LEVERTY & ASSOCIATES LAW CHTD.,

10 Plaintiff,

11 vs.

12 Athena Medical Group Defined Contribution
Pension Plan and Trust Number Three;
Athena Medical Group, Inc. E.R.I.S.A.
13 Retirement Trust; Athena Medical Group Inc.,
a Nevada corporation aka Athena Medical Group
14 Corp., a Nevada non filing entity; Athena
Medical Group, Inc. Defined Benefit Pension
15 Plan and Trust Chtd.; The Estate of Ray W.
Exley; Ingrid van Vuerings individually and as
16 a corporate officer of Athena Medical Group
and as Trustee of the Athena Medical Group Inc.
17 Defined Pension Plan and Trust Number Three;
Ingrid van Vuerings as Trustee for Athena
18 Medical Group Inc. Defined Benefit Pension
Plan and Trust, Chtd.; Juliana Mayer Loza as a
19 corporate officer of Athena Medical Group, Inc.,
and as Trustee of the Athena Medical Group
20 Defined Pension Plan and Trust Number Three;
Juliana Mayer Loza as Special Administrator and
21 Personal Representative of Ray Exley Estate;
Ray W. Exley M.D. Nevada Family Trust; Juliana
22 Mayer Loza; Athena Medical Group, Inc. Defined
Contribution Plan Number Two; Juliana Mayer
23 Loza as Trustee of Athena Medical Group, Inc.
Defined Contribution Plan Number Two; Does I
24 through XXX; ABC Corporations A-M; and N-Z
Limited Liability Partnerships,

25 Defendants. /

Case No.: 2021-LV-00057

Dept. No.: II

COMPLAINT

26 Plaintiff LEVERTY & ASSOCIATES LAW CHTD. claims and alleges causes of action
27 against the above-named Defendants, as follows:
28

I. JURISDICTION

1. Plaintiff Leverty & Associates Law Chtd. is, and at all times mentioned in this Complaint, a Nevada professional corporation.
2. Defendant Athena Medical Group Inc. is a Nevada corporation, formed in Nevada on or about November 13, 2012. It is also referred to as Athena Medical Group Corp, which, on or about July 29, 2019 was registered with the Nevada Secretary of State as a Nevada non-filing domestic entity.
3. Athena Medical Group, Inc. Defined Benefit Pension Plan and Trust Chtd. is an alleged pension benefit entity.
4. Defendant Ingrid van Vuerings, Defendant Juliana Mayer Loza are Trustees or acting as Trustees in the State of Nevada for Athena Medical Group, Inc. Defined Benefits Pension Plan and Trust Chtd.
5. Defendant Athena Medical Group Defined Contribution Pension Plan and Trust Number Three, also known as Athena Medical Group Defined Contribution Pension Plan and Trust Number 3 (hereinafter "ADBP3") is an alleged trust entity for Athena Medical Group, a Nevada non-filing domestic entity. At all pertinent times, Juliana Mayer Loza and/or Ingrid van Vuerings were Trustees or acting as Trustees for ADBP3 in the State of Nevada and engaging on its behalf in transactions in the State of Nevada.
6. Defendant Athena Medical Group, Inc. E.R.I.S.A. Retirement Trust located, at all pertinent times, at 195 Hwy 50, Suite 104, Stateline, Nevada 89449-7172. At all pertinent times, Juliana Mayer Loza and/or Ingrid van Vuerings were Trustees or acting as Trustees in the State of Nevada engaging on its behalf in transactions in the State of Nevada. Defendant Athena Medical Group, Inc. E.R.I.S.A. Retirement Trust may be an alter ego or other name used for ADBP3.
7. Due to the apparent co-mingling of the assets and names of ADBP3 and Defendant Athena Medical Group, Inc. E.R.I.S.A. Retirement Trust, all references "ADBP3" may mean either of these entities, unless the name of the entity is fully spelled out.

- 1 8. Defendant Ingrid van Vuerings acting as the Trustee in the State of Nevada and as the
2 Trustee of the ADBP3, who acted to transfer real property held by ADBP3 to Juliana
3 Mayer Loza. It is believed Ingrid van Vuerings is a resident of Los Angeles, California.
- 4 9. Ingrid van Vuerings as Trustee or acting in the State of Nevada as Trustee for Athena
5 Medical Group, Inc. Defined Benefit Pension Plan and Trust, Chtd.
- 6 10. Defendant Ingrid van Vuerings is an officer of Athena Medical Group, Inc., a Nevada
7 corporation.
- 8 11. Defendant Juliana Mayer Loza is a corporate officer of Athena Medical Group, Inc., a
9 Nevada corporation, also known as Athena Medical Group Corp.
- 10 12. Defendant Juliana Mayer Loza is a Trustee or acting as a Trustee in the State of Nevada
11 of Athena Medical Group, Inc. Defined Contribution Plan Number Two.
- 12 13. Defendant Juliana Mayer Loza is Trustee in the State of Nevada of ADPB3.
- 13 14. Upon information and belief, Defendant Juliana Mayer Loza, is the special administrator
14 and personal representative of the Ray W. Exley Estate with Letters of Administration
15 issued in Case No. 20-PB-00129 Ninth Judicial Court of the State of Nevada, In and For
16 the County of Douglas, on or about November 12, 2020.
- 17 15. Defendant Athena Medical Group, Inc. Defined Contribution Pension Plan Number Two,
18 also referenced as Number 002 effective as of July 1, 1978 (hereinafter "ADBP2"). The
19 address listed for this entity is 9504 Highridge Place, Beverly Hills, CA 90210.
- 20 16. Athena Medical Group, Inc., is a former California corporation, commenced on or about
21 June 5, 1978, and suspended as a California corporation at year end of 2012. On
22 information and belief, the Nevada corporation of Athena Medical Group commenced
23 November 13, 2012, was the replacement entity for Defendant Athena Medical Group, Inc.
24 Defined Contribution Pension Plan Number Two ("ADBP2").
- 25 17. Defendant Ray W. Exley Estate, as referenced in Case No. 20-PB-00129 Ninth Judicial
26 Court of the State of Nevada, In and For the County of Douglas.
- 27 18. Defendant Ray W. Exley M.D. Nevada Family Trust dated 12/9/2015, a Nevada trust for
28

property holdings in the State of Nevada.

19. Defendant Juliana Mayer Loza , a.k.a. Juliana M. Exley, as the former spouse and successor trustee of Ray W. Exley M.D. Nevada Family Trust dated 12/9/2015.

20. Defendant Juliana Mayer Loza, individually and at all pertinent times, is a self proclaimed President of the State of Nevada. Hereinafter, Defendant Juliana Mayer Loza is referred to as "Loza."

21. Plaintiff does not know the true names or capacities of the defendants sued herein as DOES I through XXX; therefore, Plaintiff sues said Defendants by such fictitious names and prays leave that, when the true names of said Defendants are ascertained, they may be inserted with appropriate allegations. Plaintiff is informed and believes, and upon such information and belief, alleges that each of the defendants designated herein by such fictitious names is responsible in some manner for the events and happenings hereinafter referred to and that such conduct of Defendants caused injury and damages proximately thereby to Plaintiff. Upon learning the true names and identities of DOES I through XXX, Plaintiff will seek leave of Court to amend this Complaint.

22. Plaintiff does not know the true names or capacities of the defendants sued herein as ABC CORPORATIONS A-M; therefore, Plaintiff sues said Defendants by such fictitious names and prays leave that, when the true names of said Defendants are ascertained, they may be inserted with appropriate allegations. Plaintiff is informed and believes, and upon such information and belief, allege that each of the defendants designated herein by such fictitious names is responsible in some manner for the events and happenings hereinafter referred to and that such conduct of Defendants caused injury and damages proximately thereby to Plaintiff. Upon learning the true names and identities of ABC CORPORATION A-M, Plaintiff will seek leave of Court to amend this Complaint.

23. Plaintiff does not know the true names or capacities of the defendants sued herein as N-Z Limited Liability Partnerships; therefore, Plaintiff sues said Defendants by such fictitious names and prays leave that, when the true names of said Defendants are ascertained, they

may be inserted with appropriate allegations. Plaintiff is informed and believes, and upon such information and belief, alleges that each of the defendants designated herein by such fictitious names is responsible in some manner for the events and happenings hereinafter referred to and that such conduct of Defendants caused injury and damages proximately thereby to Plaintiff. Upon learning the true names and identities of N-Z Limited Liability Partnerships, Plaintiff will seek leave of Court to amend Complaint.

24. At all times relevant herein, Defendants, and each of them, were the agents and employees of each of the remaining Defendants, and were at all times acting within the course and scope of said agency and employment, and each Defendant has ratified and approved the acts of the other. Therefore, each Defendant is liable for the acts of each remaining Defendant. That the conduct of each and every Defendant was ratified and adopted by each and every other Defendant in this action.

25. The Corporation Defendants, and each of them, were acting by and through their authorized employees, agents, and/or representatives, who were acting within the scope and course of said capacity, and whose conduct was ratified by each of said Defendants.

26. The Limited Liability Partnership Defendants, and each of them, were acting by and through their authorized employees, agents, and/or representatives, who were acting within the scope and course of said capacity, and whose conduct was ratified by each of said Defendants. The parties have caused events to occur in Nevada from which these claims arise.

II. FACTS

27. On or about May 8, 2014, Ray W. Exley M.D. executed a Deed of Trust in favor of Athena Medical Group, Inc., Defined Benefit Pension Plan Trust Chtd on his real property located at 429 Panorama Drive, Stateline, Nevada 89449, Assessor's Parcel No. 1318-25-111-017. (Hereinafter "The Property") The Deed of Trust was recorded in Douglas County, Nevada, on or about May 14, 2014 as Document 0842993.

28. On information and belief, Athena Medical Group Inc. Defined Benefit Pension Plan Trust

1 Chtd was the pension plan of Ray W. Exley, M.D., in which, in the year 2014, he was the
2 administrator and trustee.

3 29. On or about August 26, 2014, there was a Resolution by the Board of Directors of the
4 Athena Medical Group, Inc., and the Trustees of the Athena Medical Group, Inc.

~~5 Retirement Trust, being Resolution #2014-03A voiding in its entirety the July 1, 1987~~

6 Secured Promissory Note Signed by Ray W. Exley M.D. The Resolution signed by Juliana
7 Loza as Trustee of Athena Retirement Trust and as President and CEO of Athena Medical
8 Group, Inc., Ross Willner, as a Trustee of Athena Retirement Trust and as Sr. Vice
9 President of Athena Medical Group, Inc., and Charles Exley, as a Trustee of Athena
10 Retirement Trust and as Vice President of Athena Medical Group, Inc. It was witnessed
11 by Ingrid van Vuerings, Secretary/Treasurer of Athena Medical Group Inc and a Trustee
12 of Athena Retirement Trust. In pertinent part, the Resolution provided:

13 "Now, THEREFORE, BE IT RESOLVED that the Athena Medical
14 Group, Inc., having considered the aforesaid matters, hereby finds
15 the July 1, 1987 Secured Promissory Note dated July 1, 1987 NULL
16 AND VOID AND WITHOUT VALUE, and further directs
17 attorneys Levery Law Chartered to immediately undertake to
revoke, terminate and forever satisfy and discharge said Promissory
Note and Deed of Trust and Assignment of Rents, Document
number 8942993 re parcel 1318-25-111-017 recorded in Douglas
County, State of Nevada on May 21, 2014."

18 30. Commencing from about April 2014 up to and through February 2017, Ray Warren Exley,
19 M.D. (hereinafter "Dr. Exley"), was a client of Plaintiff in which it represented him
20 concerning his ex-wife's claim in The Property. After a trial in January of 2017, the Court
21 fully awarded Ray Warren Exley the property, as it was determined his ex-wife had no
22 interest.

23 31. While Plaintiff represented Ray Warren Exley in his property dispute with his ex-wife, it
24 periodically provided him with statements for legal services incurred on his behalf. The
25 amounts due and owing accumulated because of the promise of Dr. Exley to pay them
26 immediately after the trial. Statements were provided by Plaintiff to Dr. Exley from April
27 2014 through January 2017.

32. Despite the success of the trial, the relationship with Dr. Exley deteriorated because of his attempts, with the aid and direction of Loza, to avoid paying for legal services by attempting to obtain the deed to the property and casting negative assertions about Plaintiff attorneys.

33. Dr. Exley, at the urging and instruction of Loza, refused to pay his long outstanding attorney statements for services provided by Plaintiff, resulting in Plaintiff withdrawing in representing Dr. Exley in early February 2017.

34. On or about February 12, 2017, Leverty & Associates filed an attorney's lien on the Property in the amount of the accrued, but unpaid, attorneys fees.

35. On February 14, 2017, Plaintiff filed a Complaint in the Second Judicial District Court, in and for the State of Nevada, County of Washoe. The complaint was served on Dr. Exley on February 25, 2017. On March 17, 2017, Plaintiff made an offer of judgment to Dr. Exley for \$147,226.76, pursuant to NRCP 68, which was not accepted.

36. On March 22, 2017, Dr. Exley removed the case that Plaintiff filed in the Second Judicial District Court, in and for State of Nevada, County of Washoe, to the United States District Court, District of Nevada, and filed a lengthy and legally unsupportable counterclaim alleging seven causes of action against Plaintiff.

37. On or about April 4, 2017, Defendant Ingrid van Vuerings, as alleged Trustee, Secretary and Plan Administrator for Athena Medical Group Inc. Defined Benefit Pension Plan Trust Chtd, executed a substitution of original Trustee for the Deed of Trust in favor of Athena Medical Group, Inc., Defined Benefit Pension Plan Trust Chtd on the real property located at 429 Panorama Drive, Stateline, Nevada 89449, Assessor's Parcel 1318-25-111-017. The Deed of Trust was recorded in Douglas County, Nevada, on or about May 14, 2014 as Document 0842993. The substituted Trustee in place of the original Trustee. Vernon E. Leverty, was Centennial Title Company. This Substitution of Trustee was filed on April 7, 2017 as Document 2017-896951.

38. On or about May 12, 2017, Dr. Exley deeded The Property to Ray Warner Exley as Trustee

1 of the Ray Warner Exley, M.D. Nevada Family Trust.

2 39. After Levery & Associates filed a motion to confirm its attorney's lien, that was opposed
3 by Exley, on or about May 25, 2017, the Ninth Judicial District Court issued an attorney's
4 lien in favor of Levery & Associates Law Chtd. on Dr. Exley's Stateline property.

5 40. On or about May 26, 2017, Dr. Exley executed a Subordination Agreement related to The
6 Property, securing him as owner and the lien of Athena Medical Group, Inc. Defined
7 Benefit Pension Plan and Trust CHTD as Creditor was subordinated to the Deed of Trust
8 securing the loan made by NOVASEL & SCHWARTE INV. INC. The Subordination
9 Agreement was executed by Defendant Ingrid van Vuerings as Trustee for Athena Medical
10 Group, Inc. Defined Benefit Pension Plan and Trust Chtd. As Creditor and Ray Warren
11 Exley, M.D., as owner. The Subordination Agreement provided:

12 This Agreement, executed this 26th day of May, 2017, by RAY
13 WARREN EXLEY M.D. owner of the land hereafter described and
14 hereinafter referred to as "Owner" and the Athena Medical Group,
Inc, Defined Benefit Pension Plan and Trust CHTD, hereinafter
referred to as "CREDITOR".

15 This document was recorded with Douglas County on June 5, 2017 as document
16 2017-899575.

17 41. On or about May 31, 2017, Ray Warren Exley as Trustee of the Ray Warren Exley M.D.
18 Nevada Family Trust executed a NOTE SECURED BY A DEED OF TRUST concerning
19 The Property regarding the \$150,000 loan in which he promised to pay Robert I. Novasel
20 and Richard W. Schwarte, as co-trustee of the Novasel and Schwarte Investments Inc.
21 Profit Sharing Plan the loan with interest of 11%.

22 42. The Deed of Trust benefitting Novasel & Schwarte, made May 23, 2017, by Ray Warren
23 Exley as Trustee of the RAY WARREN EXLEY, M.D. Nevada Family Trust whose
24 address set forth as 429 Panorama Drive, Stateline, Nevada 89449, Assessor's Parcel No.
25 1318-25-111-017 was recorded in Douglas County on June 5, 2017 as document
26 2017-899576.

27 43. On June 1, 2017, there was a case management conference before Federal Court Magistrate
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1 Judge Cooke. At this conference, Exley, who was appearing pro se, admitted that he was
2 approving improper assistance in drafting and preparing his pleadings. When Exley was
3 asked about specific issues in his motions, it was obvious to Magistrate Judge Cooke that
4 Exley had no idea about either the arguments or concepts in the motion. Exley then stated
5 that the Court was being improperly influenced by Levery & Associates. The Court then
6 set a continued case management conference to occur on June 20, 2017, and ordered Exley
7 to appear in person at the June 20, 2017, case management conference to discuss the
8 matters with him.

9 44. Exley retained counsel, and, in violation of the Court's order, did not appear at the June 20,
10 2017, case management conference. The Court set a show cause hearing for July 27, 2017.
11 The parties also set a mediation with the Court to follow the show cause hearing for July
12 27, 2017. Exley then fired his counsel, and retained new counsel.

13 45. On or about July 27, 2017, Federal Court Magistrate Judge Cooke held a mediation
14 following the Show Cause Hearing. After a full day mediating, the parties reached the
15 terms of a settlement. The Court then placed the material terms of the settlement on the
16 record, and received the confirmation of all parties as to the terms of the settlement. The
17 Court's record of settlement included that the settlement was binding as to Dr. Exley, Loza
18 and Athena Medical Group, Inc. Defined Benefit Plan Trust.

19 46. However, the formal settlement agreement was unable to be completed despite
20 approximately three (3) months of attempting to finalize the settlement agreement with Dr.
21 Exley's and Loza's then counsel before Dr. Exley and Loza fired their counsel in October
22 of 2017.

23 47. On October 31, 2017, Dr. Exley's and Loza's then counsel filed his motion to withdraw.
24 Dr. Exley and Loza then announced their intention to not comply with the settlement
25 agreement.

26 48. Plaintiff then filed its Motion to Compel compliance with the settlement agreement. Dr.
27 Exley, with the aid and assistance of Loza, filed a motion to vacate the mediation
28

1 agreement. The Magistrate Judge denied the motion to vacate the mediation agreement.

2 49. On February 21, 2018, the hearing on the motion to enforce the settlement was held.
3 Statements during the hearing by Dr. Exley and Loza led Magistrate Judge Cooke to read
4 virtually all of the transcript that was made recording the terms of the settlement agreement
5 made immediately after they were agreed upon on July 27, 2017, by Dr. Exley, Loza and
6 Athena Medical Group, Inc. Defined Benefit Plan Trust.

7 50. From the bench, Magistrate Judge Cooke stated that she would be issuing a written report
8 and recommendation that the terms of the settlement agreement that were placed on the
9 record would be affirmed, and that Exley's claim that no agreement as to the terms of the
10 settlement had occurred was baseless.

11 51. Less than 24 hours after the hearing held on February 21, 2018, with the Magistrate Judge
12 on enforcing the settlement in which Magistrate Judge Cooke advised she was going to
13 enforce the settlement, Dr. Exley, with the assistance of Defendant Loza and recorded on
14 February 23, 2018, transferred for "NON CONSIDERATION" the only significant and
15 possibly sole asset of Dr. Exley except for his interest in his pension plan, being The
16 Property, which was solely in his name as Trustee of his trust to which he had transferred
17 to such trust on May 12, 2017, and then as Trustee of his trust transferred The Property to
18 ADBP3.

19 52. ADBP3, to which The Property was transferred to, was an alleged trust benefitting Dr.
20 Exley as a participant and his wife, Loza, was an alleged fiduciary of such trust.

21 53. The alleged basis for the transfer of the property from Dr. Exley's trust to ADBP3, as
22 asserted in Dr. Exley's Opposition to Motion to Expunge Lis Pendes, filed June 27, 2019,
23 in the United States District Court, District of Nevada matter, Case No.
24 3:17-cv-00175-MMD-WGC, was because it was allegedly discovered by its Trustees, in
25 May of 2018, that Dr. Exley owed on a 1987 Promissory Note secured by a Deed of Trust,
26 with the beneficiary being Athena Medical Group Inc. Defined Benefit Plan Trust, Chtd.
27 In May of 2018, the Trustees of ADBP3, allegedly determined the loan made to Dr. Exley
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by Athena Medical Group Inc., Defined Benefit Plan Trust, Chtd., despite it having been long ago determined to have been paid in full, was now due and payable. Exley received no consideration for the transfer of the real property to the alleged pension plan for the alleged unpaid loan to Dr. Exley.

54. Prior to the transfer of The Property to ADBP3, the property was held, in all respects, by Dr. Exley by and through his Nevada trust. Prior to the transfer by Dr. Exley to his Nevada trust, Dr. Exley had held full title to The Property in his own name.

55. The beneficiary of Dr. Exley's promissory note, secured by the 1987 Deed of Trust, was never ADBP3.

56. On March 19, 2018, Federal Magistrate Judge Cooke issued "Sealed-Report and Recommendation." This report confirmed all but one paragraph of the settlement proposal that Plaintiff provided to Dr. Exley's then counsel. The Magistrate's order recommended the settlement terms be reduced to a judgment by Federal Court Judge Miranda M. Du.

57. Federal Magistrate Judge Cooke, in her Report of March 19, 2018, provided the terms of the settlement were:

"The parties and counsel understood that the settlement was a mutual release of all claims raised in the litigation, including claims between Levery and Exley, Levery and Loza, and Levery and Athena, Nevada ECF 55-9 at 5:11-25, 6:1-25, 7:1-19."

58. Federal Magistrate Judge Cooke, in her March 19, 2018, report, provided:

"The parties and counsel understood and agreed that Levery has a first priority judgment lien on real property located in Douglas County, Nevada known as the Panorama Drive property and that the judgment lien would remain in place."

59. Federal Magistrate Judge Cooke, in her March 19, 2018, report, provided:

"The very first settlement term placed on the record to which all parties and counsel agreed, was that Athena Nevada, Inc would be part of the mutual release of all claims, whether or not they were raised in the litigation."

Further, provided in the report:

"The court agrees that this is an essential term of the settlement agreement that Exley and Loza agreed to, therefore, the settlement

1 agreement is enforceable.”

2 The report further provides:

3 “Based upon the foregoing, the court concludes that Exley, Loza
4 and Athena Nevada entered into a binding settlement agreement in
open court on July 27, 2017.”

5 60. Federal Magistrate Judge Cooke, in her Order dated March 19, 2018, provided that Loza
6 appeared telephonically. Federal Magistrate Judge Cooke wrote in her report, “It is evident
7 to the court that Loza had injected herself in this case from its inception...”

8 61. On February 22, 2019, U.S. District Court Judge Du further accepted and adopted the
9 Magistrate Judge Cook’s Report and Recommendation and the motion to enforce the
10 settlement agreement was granted and bound Dr. Exley, Loza and Athena Medical Group
11 Defined Benefit Plan Trust Chtd to the settlement.

12 62. On April 18, 2018, Plaintiff filed its Motion for Sanctions against Dr. Exley.

13 63. The Federal Magistrate Judge Cobb then made his Report and Recommendation to the
14 Honorable Miranda M. Du, United States District Judge, on Plaintiff’s Motion for
15 Sanctions against Dr. Exley. The Magistrate stated in the report: “The Court finds that
16 Levery’s request for sanctions and fees and costs should be granted in part and denied in
17 part. Sanctions against Exley are clearly warranted under the court’s inherent power due
18 to Exley’s bad faith conduct, including his refusal to execute the settlement agreement and
19 needless multiplication of this litigation.” The Magistrate Judge determined that Exley
20 be sanctioned in the amount of \$45,045.00, to be paid within 30 days of an order adopting
21 and accepting the Report and Recommendation.

22 64. Honorable United States District Court Judge Miranda M. Du accepted the Report and
23 Recommendation concerning Sanctions against Dr. Exley and so ordered sanctions on
24 February 22, 2019. According to the terms of Judge Du’s order, Dr. Exley had 30 days
25 from February 22, 2019, to pay the full sanctions. The awarded sanctions have yet to be
26 paid and the 30 days have long expired for payment.

27 65. Honorable Miranda M. Du’s February 22, 2019 order provides:

1 It is further ordered that Plaintiff's motion to enter judgment (ECF
N.141) is granted.

2 It is further ordered that the Clerk enter judgment in favor of
3 Plaintiff and against Defendant as follows: The Settlement
4 Agreement Amount of \$161,000, with interest accruing at the legal
rate set forth in NRS 17.130(2) commencing July 27, 2017 (ECF
No. 92-1 at 3 Par 1) and (2) the sanctions amount of \$45,045.

5 66. The judgment rendered by Honorable Miranda M. Due was recorded against The Property
6 on March 5, 2019. The judgment filing lays out the United States District Court, District
7 of Nevada matter, Case No. 3:17-CV-00175-MMD-WGC, and provides a settlement of
8 \$161,000 with interest accruing at the legal rate as provided in NRS 17.130(2)
9 commencing July 27, 2017, and sanctions in the amount of \$45,045 with interest effective
10 and commencing February 25, 2019.

11 67. On information and belief, on the date of this Complaint, there are no filings with the
12 Department of the Treasury, Internal Revenue Service or the Department of Labor
13 Employee Benefit Security Administration, by FORM 5500 or otherwise for Athena
14 Medical Group Defined Contribution Pension Plan and Trust Number Three, also known
15 as Athena Medical Group, Inc. E.R.I.S.A. Retirement Trust, as the U.S. Department of
16 Labor's website that allows for searching of ERISA entities only identifies a single entity
17 that has filed for Athena Medical Group as the only filings with the U.S. Department of
18 Labor is for Athena Medical Group, Inc. Defined Contribution Pension Plan Number Two,
19 as submitted by Loza as the Plan Administrator.

20 68. A notice of default and election to sell, under the terms of the Deed of Trust recorded June
21 5, 2017, as Document No. 2017-899576 Official Records, Douglas County, Nevada, was
22 first recorded April 2, 2020, as Document No. 2020-944258 and re-recorded September
23 24, 2020, as Document No. 2020-953294 Official Records, Douglas County, Nevada,
24 concerning The Property.

25 69. On information provided by Dr. Exley's Nevada attorney, Kirk Nevada Walker, in a reply
26 filed June 24, 2020, in the Response to Show Cause in Case 80844 in the Supreme Court
27 of the State of Nevada, was the first notice that Dr. Exley had died. The Reply, in its
28

opening paragraph, provided, "Mr. Exley passed away in June 2020 and counsel was retained in this matter on the afternoon of June 24, 2020." The Reply further provided, "Appellant filed its Response to Order to Show Cause ("Response") on June 1, 2020. Ray Warren Exley passed away on or about June 1, 2020."

70. It has been recently learned that Dr. Exley died on June 1, 2020. It has been recently learned that a Notice of Petition to Administer Estate of Ray Warren Exley, a.k.a. Ray W. Exley a.k.a. Ray W. Exley, M.D., a.k.a. Ray Ex-Ley M.D., was filed on October 16, 2020, in the Superior Court of California, County of Los Angeles, being Case No. 20STPB08595. However, to date, no administrator has yet been appointed in said California proceeding.

71. On or about November 9, 2020, Juliana Loza Exley, spouse and successor trustee of the Ray Warren Exley, M.D. Nevada Family Trust dated 12/9/15 was duly appointed as Special Administrator in the Ninth Judicial District Court of the State of Nevada. On November 12, 2020, the Court ordered that Loza be duly appointed as Special Administrator of the Ray Warren Exley estate and was given court authority to act by virtue thereof.

72. On or about January 22, 2021, Leverty & Associates Law Chtd. obtained the Deed of Trust, recorded against The Property on February 1, 2017, from Robert I. Novasel and Richard W. Schwarte, Co-Trustees of the Novasel & Schwarte Investments, Inc. Profit Sharing Plan and, in all respects, was assigned all rights, title and interest in said Deed of Trust. The assignment of the Deed of Trust was recorded, demonstrating that all rights, title and interest in the Deed of Trust recorded June 5, 2017, securing The Property, related to the Promissory Note on the property dated May 23, 2017, incurred by Dr. Exley as Trustor and Trustee of the Ray Warren Exley, M.D. Nevada Family Trust, with beneficiary being Robert Novasell and Richard W. Schwarte, Co-Trustees of the Novasel & Schwarte Investments, Inc., Profit Sharing Plan. On January 22, 2021, and possibly on notice a few days prior, Defendant Loza was made aware that the Deed of Trust, recorded June 5, 2017, was, in all respects, assigned to Leverty & Associates Law Chtd.

1 73. On January 22, 2021, ADBP3 quitclaimed The Property to Loza for no consideration,
2 providing that the transfer was pursuant to the terms of the trust.

3 **FIRST CAUSE OF ACTION**
4 **(Fraudulent Transfer Against Defendants**
Juliana Loza, ADBP3, Ingrid van Vuerings)

5 74. Plaintiff hereby incorporates by reference and realleges each and every allegation contained
6 in all paragraphs in this Complaint, inclusive, as if fully set forth herein.

7 75. On February 22, 2019, in Federal Case No. 3:17-CV-00175- MMM-WGC, Plaintiff
8 obtained a final judgment in the sum of \$161,000 with interest at NRS 17.130(2)
9 commencing July 17, 2017 against Defendant Dr. Exley including Defendant Loza and
10 Defendant Athena Medical Group Defined Benefit Plan Trust. An abstract of such final
11 judgment was recorded on March 15, 2019, in the Office of the County Recorder of
12 Douglas County, Nevada, as Document 2019-926706, against The Property.

13 76. By virtue of that judgment, Plaintiff acquired a judgment lien on all of the right, title, and
14 interest of Defendant Dr. Exley, Defendant Loza and Athena Medical Group Defined
15 Benefit Plan Trust in and to all of Defendant's real property, including but not limited to,
16 The Property.

17 77. On February 22, 2018, Dr. Exley, as the Trustee of his Trust known as Ray W. Exley
18 Nevada Family Trust, transferred The Property to ADBP3. The alleged later asserted
19 reasons provided on Dr. Exley's behalf for the transfer was that Dr. Exley allegedly owed
20 on a 1987 Promissory Note secured by a Deed of Trust with the beneficiary being Athena
21 Medical Group Inc. Defined Benefit Plan Trust, Chtd. was determined by Dr. Exley's wife,
22 Loza to be still due and payable, requiring the alleged transfer.

23 78. On information and belief, Dr. Exley was the primary, and possibly sole, beneficiary and
24 recipient of the benefits of ADBP3. However, ADBP3 NEVER had a security interest in
25 The Property, so Dr. Exley's beneficial interest in ADBP3, was assessable for collection
26 of the judgment entered by U.S. District Judge Du.

27 79. On January 22, 2021, ADBP 3 transferred The Property to Loza for no consideration.

80. Prior to the transfer on January 22, 2021, Defendants Athena Medical Group Inc., a Nevada corporation, aka Athena Medical Group Corp., the Estate of Ray W. Exley, Ingrid van Vuerings, ADBP3, and Juliana Loza in her individual capacity as Will trustee and special administrator of the estate of Ray W. Exley, fraudulently and unlawfully agreed and conspired together to conceal the true ownership of the real property with intent to defraud creditors of Dr. Exley, his trust, his estate and his beneficial interest in ADBP3, and especially Plaintiff, by making improper transfers without real consideration or entitlement from ADBP3

81. By virtue of the conspiracy and the acts in pursuit of it, The Property was recorded in the name of Defendant Loza, but the property was in fact owned by Defendant Ray W. Exley Nevada Family Trust. Neither Defendant ADBP3, nor Loza paid any consideration nor were otherwise legally entitled to the real property and the property should be subject to the Plaintiff's judgment.

82. Plaintiff is informed and believes, and thereupon alleges, that Defendant Loza and Defendant ADBP3, claimed an interest in The Property. However, the claim of said Defendants, and each of them, is without any right whatsoever and said Defendants, and each of them, have no legal or equitable right, claim or interest in said property.

83. Plaintiff therefore seeks a declaration that the title to the subject property is the vestiges of Defendant Ray W. Exley as Trustee of his trust and said property should be subject to the judgment against him. Further, that Defendants Juliana Loza and ADBP3, and each and every Defendant, be forever enjoined from asserting any estate, right, title or interest in the subject property adverse to plaintiff's judgment.

SECOND CAUSE OF ACTION

**(Aiding, Abetting, Conspiracy in Fraudulent Transfers by Defendants
Ingrid van Vuerings, Juliana M Loza, and ADBP3)**

84. Plaintiff hereby incorporates by reference and realleges each and every allegation contained in all paragraphs in this Complaint, inclusive, as if fully set forth herein.

85. Defendant Ingrid van Vuerings, at all times, was aware that Plaintiff asserted that Dr. Ray

Exley owed it for attorney fees and costs related to representing him in a Nevada legal action concerning The Property, commencing in April 2014 to January 2017.

86. Defendant Loza, at all times, was aware that Plaintiff asserted that Dr. Ray Exley owed it for attorney fees and costs related to representing him in a Nevada legal action concerning The Property, commencing in April 2014 to January 2017.

87. Defendant Ingrid van Vuerings, at all pertinent times including in the year 2017, was the Trustee of Athena Medical Group, Inc. Defined Benefit Pension Plan and Trust, Chtd.

88. Defendant Loza, at all pertinent times including in the year 2017, was the Trustee of Athena Medical Group, Inc. Defined Benefit Pension Plan and Trust, Chtd.

89. Defendant Ingrid van Vuerings was aware, on or shortly after July 27, 2017, that Dr. Exley had agreed to a settlement with Plaintiff that was placed on the U.S. Magistrate Judge's record where it was agreed to pay Plaintiff the sum of \$161,000.00 with interest thereon, secured by the existing lien on The Property.

90. Defendant Loza was aware, on or shortly after July 27, 2017, that Dr. Exley had agreed to a settlement with Plaintiff that was placed on the U.S. Magistrate Judge's record where it was agreed to pay Plaintiff the sum of \$161,000.00 with interest thereon, secured by the existing lien on The Property.

91. Defendant Ingrid van Vuerings was aware, on or about October 31, 2017, that Dr. Exley and Defendant Loza had determined to not proceed with the agreed upon settlement.

92. Defendant Ingrid van Vuerings was aware that, because Dr. Exley and Defendant Loza had determined to not enter into the previously agreed upon settlement, Plaintiff filed a Motion to Compel compliance with the settlement agreement. Defendant Ingrid van Vuerings is further aware because, on information and belief, she assisted Defendant Loza prepare and file a Motion to vacate the mediation settlement.

93. Under the terms of ADBP3 which, upon information and belief, was created by Defendant Loza and, on information and belief, also with the assistance of Defendant Ingrid van Vuerings, that the primary beneficiary and entitled recipient of ADBP3 benefits was Ray

1 W. Exley or his Trust, Ray W. Exley M.D. Nevada Family Trust.

2 94. Defendant Ingrid van Vuerings was, at all pertinent times including in the year 2021, the
3 Trustee of ADBP3 and she aided and abetted Defendant Loza in the alleged transfer of the
4 real property from ADBP3 to Loza on or about January 22, 2021.

5 95. Defendant Loza was, at all pertinent times including in the year 2021, the Trustee of
6 ADBP3 and she improperly transferred assets purportedly owned by the trust, specifically
7 The Property, into her own name on or about January 22, 2021, in violation of her fiduciary
8 duties to the trust.

9 96. Defendant Ingrid van Vuerings learned, on or before January 22, 2021, that the promissory
10 note and deed of trust executed by Dr. Exley on or about May 26, 2017, in favor of Novasel
11 & Schwarte Investment Inc., had been purchased by Plaintiff such that all rights and
12 entitlement of the Promissory Note and Deed of Trust were assigned to Plaintiff on or
13 about January 22, 2021.

14 97. Defendant Loza, on or before January 22, 2021, that the promissory note and deed of trust
15 executed by Dr. Exley on or about May 26, 2017, in favor of Novasel & Schwarte
16 Investment Inc., had been purchased by Plaintiff such that all rights and entitlement of the
17 Promissory Note and Deed of Trust were assigned to Plaintiff on or about January 22,
18 2021.

19 98. On information and belief, Defendant Ingrid van Vuerings then conspired, aided and
20 abetted Defendant Loza in transferring the property from an attachable asset of Dr. Exley
21 in an intentional attempt to wrongfully transfer the property to Loza in an effort to prevent
22 execution against ADBP3.

23 99. Defendant Ingrid van Vuerings, as Trustee of the ADBP3 executed, on or about January
24 22, 2021, the Quitclaim deed transferring The Property to Loza.

25 100. Defendant Ingrid van Vuerings and Defendant Loza knew, or should have known, that
26 these actions and attempted transfer of the only assets of Dr. Exley were for the purpose
27 of preventing the Nevada property from being attached for payment of outstanding
28

judgment and for outstanding due and owing sanctions.

101. As a result of Defendant Ingrid van Vuerings', Defendant ADBP3's and Defendant Loza's aiding and abetting Dr. Exley and Defendant Loza's fraudulent transfer of The Property, Plaintiff has been damaged in an amount in excess of this Court's jurisdictional minimum.

102. As a result of Defendant Ingrid van Vuerings', Defendant ADBP3's and Defendant Loza's fraudulent transfer of the only asset of Dr. Exley and only asset for which the judgment entered by the Court could be satisfied, Plaintiff has been damaged in an amount in excess of this Court's jurisdictional minimum and the transfers should be null and voided by the Courts.

103. In engaging in these actions, the actions of Defendant Ingrid van Vuerings, Defendant ADBP3 and Defendant Loza were done with oppression, malice and fraud. Plaintiff, therefore, seeks punitive damages by way of punishment and deterrence in an amount to be determined at trial.

THIRD CAUSE OF ACTION
(Aiding and Abetting in Fraudulent Transfer by Ingrid van Vuerings,
Loza, ADBP3, Does I through XXX, ABC Corporations A-M
and N-Z Limited Liability Partnerships)

104. Plaintiff hereby incorporates by reference and realleges each and every allegation contained in all paragraphs in this Complaint, inclusive, as if fully set forth herein.

105. Defendant Ingrid van Vuerings, Does I through XXX, ABC Corporations A-M and N-Z Limited Liability Partnership were, at all times, aware that Plaintiff asserted that Dr. Ray Exley owed it for attorney fees and costs related to representing him in a Nevada legal action concerning The Property, commencing in April 2014 to January 2017.

106. Defendant Ingrid van Vuerings, at all pertinent times including in the year 2017, was the Trustee of Athena Medical Group, Inc, Defined Benefit Pension Plan and Trust, Chtd.

107. Defendant Ingrid van Vuerings, Does I through XXX, ABC Corporations A-M and N-Z Limited Liability Partnership were aware, on or shortly after July 27, 2017, that Dr. Exley had agreed to a settlement with Plaintiff that was placed on the U.S. Magistrate Judge's

1 court record where it was agreed to pay Plaintiff the sum of \$161,000.00 with interest
2 thereon, secured by the existing lien on The Property.

3 108. Defendant Ingrid van Vuerings, Does I through XXX, ABC Corporations A-M and N-Z
4 Limited Liability Partnership were aware, on or about October 31, 2017, that Dr. Exley and
5 Defendant Exley had determined to not proceed with the agreed upon settlement.

6 109. Defendant Ingrid van Vuerings, Does I through XXX, ABC Corporations A-M and N-Z
7 Limited Liability Partnership were aware and/or later learned that, because Dr. Exley and
8 Defendant Loza had determined to not enter into the previously agreed upon settlement,
9 Plaintiff filed a Motion to Compel compliance with the settlement agreement. Defendant
10 Ingrid van Vuerings, Does I through XXX, ABC Corporations A-M and N-Z Limited
11 Liability Partnership were further aware because, on information and belief, they, and each
12 of them, assisted Defendant Loza prepare and file a Motion to vacate the mediation
13 settlement.

14 110. Under the terms of ADBP3 which, upon information and belief, was created by Defendant
15 Loza and, on information and belief, also with the assistance of Defendant Ingrid van
16 Vuerings, and Does I through XXX, ABC Corporations A-M and N-Z Limited Liability
17 Partnership that the beneficiary and entitled recipient of ADBP3 benefits was Ray W.
18 Exley or his Trust, Ray W. Exley M.D. Nevada Family Trust.

19 111. Defendant Ingrid van Vuerings and Does I through XXX, ABC Corporations A-M and N-Z
20 Limited Liability Partnership were, at all pertinent times including in the year 2021, the
21 Trustee of ADBP3 and she aided and abetted Defendant Loza in the alleged transfer of the
22 real property from ADBP3 to Loza on or about January, 22, 2021.

23 112. Defendant Ingrid van Vuerings, Does I through XXX, ABC Corporation A-M, and N-Z
24 Limited Liability Partnership learned, on or before January 22, 2021, that the promissory
25 note and deed of trust executed by Dr. Exley on or about May 26, 2017, in favor of
26 Novasel & Schwarte Investment Inc. had been purchased by Plaintiff such that all rights
27 and entitlement of the Promissory Note and Deed of Trust were assigned to Plaintiff on or
28

1 about January 22, 2022.

2 113. On information and belief, Defendant Ingrid van Vuerings, Does I through XXX, ABC
3 Corporations A-M and N-Z Limited Liability Partnership then conspired, aided and abetted
4 Defendant Loza in transferring the property from an attachable asset of Dr. Exley in an
5 intentional attempt to wrongfully transfer the property to Loza in an effort to prevent
6 execution against ADBP3.

7 114. Defendant Ingrid van Vuerings, Does I through XXX, ABC Corporations A-M and N-Z
8 Limited Liability Partnership substantially assisted, aided and abetted Defendant Loza in
9 wrongfully and improperly transferring the primary and only asset of Dr. Exley, The
10 Property, to Loza.

11 115. Defendant Ingrid van Vuerings, as Trustee of the ADBP3, executed, on or about January
12 22, 2021, the Quitclaim deed transferring The Property to Loza.

13 116. Defendant Ingrid van Vuerings, Does I through XXX, ABC Corporations A-M, N-Z
14 Limited Liability Partnership, and Defendant Loza knew, or should have known, that these
15 actions and attempted transfer of the only assets of Dr. Exley were for the purpose of
16 preventing the Nevada property from being attached for payment of the outstanding
17 judgment and for outstanding due and owing sanctions.

18 117. Defendant Ingrid van Vuerings, Does I through XXX, ABC Corporations A-M and N-Z
19 Limited Liability Partnership, by their actions in improperly transferring the said real
20 property to Loza, were the direct and proximate result of transferring the said property to
21 Loza and substantially assisting, aiding and abetting the property's improper transfer.

22 118. As a result of Defendant Ingrid van Vuerings', Defendant ADBP3's and Defendant Loza's
23 aiding and abetting Dr. Exley and Defendant Loza's fraudulent transfer of The Property,
24 Plaintiff has been damaged in an amount in excess of this Court's jurisdictional minimum.

25 119. As a result of Defendant Ingrid van Vuerings', Defendant ADBP3's and Defendant Loza's
26 fraudulent transfer of the only asset of Dr. Exley and only asset for which the judgment
27 entered by the Court could be satisfied, Plaintiff has been damaged in an amount in excess

1 of this Court's jurisdictional minimum and the transfers should be null and voided by the
2 Courts.

3 120. In engaging in these actions, the actions of Defendant Ingrid van Vuerings, Defendant
4 ADBP3 and Defendant Loza were done with oppression, malice and fraud. Plaintiff,
5 therefore, seeks punitive damages by way of punishment and deterrence in an amount to
6 be determined at trial.

7 **FOURTH CAUSE OF ACTION**
8 **(Declaratory Relief Seeking the Court's Determination of the Person, Trust or Entity**
9 **that Should Validly Hold Title of the Real Property,**
10 **for Rights and Entitlements upon Foreclosure)**

11 121. Plaintiff hereby incorporates by reference and realleges each and every allegation contained
12 in all paragraphs in this Complaint, inclusive, as if fully set forth herein.

13 122. Plaintiff has the assignment to the Deed of Trust and Promissory Note, which is currently
14 being foreclosed on for lack of any payment thereon by Dr. Ray W. Exley or his Trust.

15 123. Defendants Loza, Ingrid van Vuerings, Ray W. Exley, M.D. Nevada Family Trust,
16 ADBP3, Does I through XXX, ABC Corporations A-M and N-Z Limited Liability
17 Partnerships have transferred The Property, among persons and entities, without
18 consideration, all being done in subversive actions for the purpose of attempting to destroy
19 the ability of Plaintiff to collect on its Judgments.

20 124. The various transfers of the said property were done at times to attempt to avoid the ability
21 of Plaintiff to collect on its judgment. These transfers by Defendants, Ingrid van Vuerings,
22 ADBP3, Athena Medical Group, Inc., aka , Athena Medical Group Corp., Athena Medical
23 Group Inc. Defined Benefit Plan Number Two, Athena Medical Group Inc. E.R,I.S.A
24 Retirement Trust, Athena Medial Group, Inc. Defined Benefit Pension Plan and Trusts
25 Chartered were transacted in the attempt to prevent the collection of a just debt which
26 resulted in judgments.

27 125. The result of the improper multiple transfers of said real property has resulted in the
28 property being now in the name of Loza, for no consideration, having been transferred to

her by ADBP3, which obtained the said property when it had no entitlement to it. ADBP3 had no right or entitlement to the real property being transferred, with no consideration, by Ray. W. Exley as Trustee of Ray W. Exley M.D. Nevada Family Trust.

126. The intent of Dr. Ray Exley, Defendants Loza, Ingrid van Vuerings, ADBP3, Athena Medical Group, Inc. aka Athena Medical Group Corp., Athena Medical Group Inc. Defined Benefit Plan Number Two, Athena Medical Group Inc. E.R., I.S.A Retirement Trust, Athena Medical Group, Inc. Defined Benefit Pension Plan and Trusts Chartered, Does I through XXX, ABC Corporations A-M and NZ Limited Liability Partnership was primarily to avoid Plaintiff being able to collect on its judgments.

127. The multiple improper transfers of the said real property has resulted in a question that, if there becomes excess money over and above the money owed to Plaintiff for its now holding of the Deed of Trust which is currently being foreclosed for non payment, to whom such excess funds should be paid? If Loza is determined by the Court to not be the current owner of the property and not entitled to funds over and above the foreclosure amount, then the real property will revert to ADBP3, the Ray W. Exley M.D. Nevada Family Trust, or even possibly to the Estate of Ray Warren Exley, at which time a Writ of Execution can be exercised against his interest.

128. An actual controversy has arisen and now exists between Plaintiff and Defendants, and each of them, concerning their respective rights, if any, in that Plaintiff contends none of the transfers of The Property, on or after the title was held by Ray W. Exley, M.D., Nevada Family Trust, were valid or for any purpose or right and done only to avoid Judgments.

129. Plaintiff desires a judicial determination of the valid ownership for consideration of The Property and a determination of the person, trust or entity entitled to any excess funds over and above payment of all prior liens against the said real property.

130. A judicial declaration is necessary and appropriate at this time, under the circumstances, in order that Plaintiff and its agents may ascertain whose has entitlement to The Property.

131. A judicial declaration is necessary and appropriate at this time, under the circumstances,

1 in order that Plaintiff and its agents may ascertain rights and duties upon foreclosure and
2 entitlement for collection of judgments.

3 **FIFTH CAUSE OF ACTION**
4 **(Conspiracy vs. All Defendants)**

5 132. Plaintiff hereby incorporates by reference and realleges each and every allegation
6 contained in all paragraphs in this Complaint, inclusive, as if fully set forth herein.

7 133. At all times pertinent, Loza acted in a fiduciary and/or controlling capacity with each of the
8 following defendants: Athena Medical Group Defined Contribution Pension Plan and Trust
9 Number Three; Athena Medical Group, Inc. E.R.I.S.A. Retirement Trust; Athena Medical
10 Group, Inc. Defined Benefit Pension Plan and Trust Chtd.; and Athena Medical Group, Inc.
11 Defined Contribution Plan Number Two.

12 134. At all times pertinent, Loza acted as a corporate officer for the following entities: Athena
13 Medical Group Inc., a Nevada corporation, aka Athena Medical Group Corp., a Nevada
14 non filing entity.

15 135. Since November 2020, Loza has acted in a fiduciary capacity for the Estate of Ray W.
16 Exley.

17 136. Loza's actions on behalf of these defendants are indistinguishable as to which entity they
18 were done on behalf of, and thus, by co-mingling them, has subjected them to liability.

19 137. The actions of Ray W. Exley, during his life, on behalf of Athena Medical Group Defined
20 Contribution Pension Plan and Trust Number Three; Athena Medical Group, Inc.
21 E.R.I.S.A. Retirement Trust; Athena Medical Group, Inc. Defined Benefit Pension Plan
22 and Trust Chtd.; and Athena Medical Group, Inc. Defined Contribution Plan Number Two;
23 Athena Medical Group Inc., a Nevada corporation aka Athena Medical Group Corp., and
24 in his individual capacity, were indistinguishable from each other, and thus, by co-mingling
25 them, has subjected each of them to liability.

26 138. At all times pertinent Ingrid van Vuerings was acting in a fiduciary capacity for Athena
27 Medical Group; Athena Medical Group Inc. Defined Pension Plan and Trust Number
28

- 1 Three; and Athena Medical Group Inc. Defined Benefit Pension Plan and Trust, Chtd.
- 2 139. At all times pertinent Ingrid van Vuerings was acting as a corporate officer for Athena
- 3 Medical Group.
- 4 140. Corporations and Trusts can only operate through their officers, employees, and/or trustees.
- 5 141. All actions of the Corporate and Trust Defendants, and the Estate of Ray W. Exley as
- 6 described in this complaint were performed through their corporate officers and/or
- 7 fiduciaries.
- 8 142. Upon information and belief, Loza and van Vuerings acted in concert to improperly
- 9 transfer The Property from the ownership of one or more of the Defendants and to ensure
- 10 that the other Defendants were not provided with any ownership interest in The Property
- 11 in an attempt to avoid paying the legitimate debts of the Estate of Ray W. Exley to
- 12 creditors, including, but not limited to, Leverty & Associates.
- 13 143. Leverty & Associates has been harmed as a result of the actions of Defendants in an
- 14 amount in excess of this Court's jurisdictional minimum.

PRAYER FOR RELIEF

15

16 Wherefore, Plaintiff, prays for relief as follows:

- 17 1. For an order from this court that the transfer from Defendant ADBP3 to Defendant
- 18 Juliana M. Loza be set aside and voided to the extent necessary to satisfy
- 19 Plaintiff's judgment of \$161,000.00 with interest at the legal rate set forth in NRS
- 20 17.130.2 commencing July 27, 2017;
- 21 2. For an order enjoining Defendants ADBP3, Defendant Juliana M. Loza or any
- 22 named Defendant in this case from selling, transferring, encumbering, or disposing
- 23 of the real property located at 429 Panorama Drive, Stateline, Nevada 89449,
- 24 Assessor's Parcel No. 1318-25-111-017;
- 25 3. Plaintiff be awarded damages in excess of this Court's jurisdictional minimum and
- 26 in such amounts as may be proven at trial;
- 27 4. For special and consequential damages in an amount to be proved at trial;

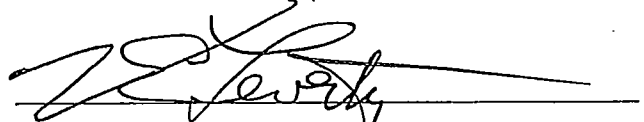
- 1 5. For pre-judgment and post-judgment interest on all sums awarded, according to
- 2 proof, at the maximum legal rate;
- 3 6. For a declaration that the real property at 429 Panorama Drive, Stateline, Nevada
- 4 89449, Assessor's Parcel No. 1318-25-111-017, is currently rightfully owned by
- 5 either Ray W. Exley, M.D. Nevada Family Trust and/or ADBP3 and/or the Estate
- 6 of Ray Warren Exley;
- 7 7. For costs and attorneys' fees incurred in connection with this action;
- 8 8. For punitive damages in such amount as may be proved at trial; and
- 9 9. For such other and further relief as the Court deems just and appropriate.

10 **AFFIRMATION**
11 **(NRS 239B.030)**

12 The undersigned does hereby affirm that the preceding document filed in the Ninth Judicial
13 District Court, does not contain any personal information.

14 Dated this 23rd day of March, 2021.

15 **LEVERTY & ASSOCIATES LAW CHTD.**

16 

17 Vernon E. Leverty, Esq., NV Bar No. 1266
18 Patrick R. Leverty, Esq., NV Bar No. 8840
19 William R. Ginn, Esq., NV Bar No. 6989
20 Jess P. Rinehart, Esq., NV Bar No. 11697
21 832 Willow Street
22 Reno, Nevada 89502
23 Attorneys for Plaintiff
24
25
26
27
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